



(A Wholly Owned Subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)

invites

E-Tender

on behalf of

***Odisha Power Transmission Corporation Ltd.
(OPTCL)***

For

**“Selection of Smart Grid Implementing Agency (SGIA) for
implementation of Smart Grid in Rourkela Smart City in
Odisha”**

Volume-I

(General and Commercial Terms & Conditions)

Registered Office

1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001

Corporate Office

9th Floor (A Wing) Statesman House, Connaught Place, New Delhi-
110001

October 21, 2020

Disclaimer

1. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of PFCCL or any of its employees, Bidders or associates, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by PFCCL to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by PFCCL in relation to the Project. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PFCCL to consider the technical capabilities, investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PFCCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. PFCCL or any of its employees, Bidders or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
5. PFCCL or any of its employees, Bidders or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. PFCCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that PFCCL is bound to select a Bidder for the Project and PFCCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by PFCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PFCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conductor outcome of the Bidding Process.

Notice Inviting Tender

E- Tender No. SG/Rourkela/SGIA

Date: 21.10.2020

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

To Whomsoever It May Concern

- A. PFC Consulting Limited (PFCCL) invites interested Companies and/ or Bidding Consortia and/ or any Consortium Member to purchase this Request for Proposal (this “RFP”) to participate in the bidding and selection process for the appointment of Smart Grid Implementation Agency (SGIA) on behalf of Odisha Power Transmission Corporation Ltd. (OPTCL) for implementation of Smart Grid in Rourkela Smart City in Odisha (the “Project”).
- B. This RFP can be downloaded from www.pfcclindia.com and e-bidding at www.mstcecommerce.com/eprochome/pfccl from **21.10.2020 at 17:30 hrs** onwards by meeting the requisite criteria and following the procedure indicated therein.
- C. This RFP consists of two (2) Volumes, wherein the Bidders are expected to inform themselves of the content fully:
- Volume-I: General and Commercial Terms
Volume-II: Technical Scope, Functional Requirement and Service Level Agreement
- D. All interested parties are requested to understand this RFP in detail in order to comply with PFCCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.
- E. All interested parties requested to strictly abide by all terms prescribed in this RFP and provide accurate information to the best of their knowledge without misleading PFCCL to be considered for participation this Project.
- F. The schedule of this RFP is as follows (all times indicated herein are in IST):

S. No	Events	Date	Time
a)	Commencement of downloading of RFP	21.10.2020	17:30 hrs
b)	Bidders to send interest to PFCCL for participation in Pre-bid meeting	3.11.2020	17:00 hrs
c)	Pre-bid meeting through Video Conference	5.11.2020	11:00 hrs
d)	Last Date of receiving Queries from bidders	8.11.2020	17:00 hrs
e)	Issuance of Clarification to Queries by PFCCL	19.11.2020	-
f)	Last Date of downloading of RFP	1.12.2020	12:00 hrs
g)	Last date for online bidding & receipt of RFP	1.12.2020	15:00 hrs
h)	Technical Bid Opening	1.12.2020	16:00 hrs
i)	Financial Bid Opening	To be intimated later	

G. The nodal person for all inquiries, correspondence and clarifications with respect to this RFP and submission of the Bid shall be:

Name	Sh. Sachin Shukla
Designation	General Manager
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001
Tel	011-23443701
Email	sachin_shukla2@pfcindia.com

H. The tender related queries can also be sought from the following person:

Name	Sh. Anupam Kashyap
Designation	Manager
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001
Tel	011-23443999
Email	anupam_kashyap@pfcindia.com

I. PFCCL reserves the right to reject any or all offers without assigning any reasons thereof.

Sincerely yours,

Manoj Rana

Chief General Manager (I/C)

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110001

Document Checklist

S. No	Document	Attached? (Yes/ No)	For Official Use
1.	Tender Fee in the form of Demand Draft.		
2.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Annexure 1.		
3.	Covering Letter for Submission of Bid by Lead Consortium Member as per format prescribed in Annexure 3.		
4.	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member		
5.	Attested Copy of the Goods and Services Tax (GST) Registration Certificate of the Lead Consortium Member.		
6.	Attested copy of Provident Fund Code of Lead Consortium Member.		
7.	Attested copy of PAN Card for Lead Consortium Member.		
8.	Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member.		
9.	<p>In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/ authenticated copies of the following documents:</p> <ul style="list-style-type: none"> • Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation; • Memorandum and Articles of Association or document constituting the company and regulating its affairs; • List of board of directors or regulating/controlling body; • Address of its place of business in India, if any; • Audited annual financial statements and financial Net-worth for the last five years only of foreign entity; • Complete copy of agreement entered into by Indian company with foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial & management aspects of agreement; • Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of the Project including the FMS period, if assigned by WESCO. • Any other papers or documents required by PFCCCL at a later stage or in future 		
10.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Annexure 4		
11.	Power of Attorney by each Consortium Member in favor of Lead Consortium Member as per format prescribed in Annexure 5		
12.	Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium as per the format prescribed in Annexure 6 .		
13.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Annexure 7.		
14.	Company Profile document with evidence of fields of competence and office location for each Consortium Member.		
15.	<p>For Meter Manufacturing Technical Experience (Refer Clause 4.3.1.A.1):</p> <ul style="list-style-type: none"> • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of supply etc. • A valid registration certificate of manufacturing unit and details of the facility. • Valid NABL Accreditation Certificate • A valid ISO and OHSAS certificate on or before the date of publication of the tender 		

S. No	Document	Attached? (Yes/ No)	For Official Use
16.	For Communications Network Experience (Refer Clause 4.3.1.B.1): <ul style="list-style-type: none"> Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association. Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of the Ministry of Communications, GOI) Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. Certificate from client on successful implementation of project Signed agreements/ MoUs for integration of NIC module or Certificate of successful integration A valid ISO/CMMi certificate on or before date of issuance of RfP 		
17.	For System Integration Experience (Clause 4.3.1.C) <p>a. Integration with MDM (Refer Clause 4.3.1.C.1):</p> <ul style="list-style-type: none"> Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. Certificate from the client on successful implementation and operation of the project. <p>b. For Cloud Service Provider (Refer Clause 4.3.1.C.2):</p> <ul style="list-style-type: none"> Valid Empanelment certificates by DEITY (Department of Electronics and Information Technology) for Public cloud, Virtual Private Cloud and Community Government Cloud Self-experience certificate duly signed by the Authorized Signatory who is authorized to sign the Bid document for meeting Qualification Requirement as per clause 4.3.1.C.2 (b) to (e) Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc as per clause 4.3.1.C.2 (f). 		
18.	For Meter Data Management Experience (Clause 4.3.1.D) <ul style="list-style-type: none"> Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc Certificate from the client on successful implementation and operation of the project 		
19.	For Financial Strength (Refer Clause 4.3.1.E): Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members for respective financial years.		
19.	Record of similar work done by each Consortium Member along with copy of Letter of Award or Work Orders showing activities carried out with necessary quantities along with contract value & Certificate of Satisfactory Completion from each client as per formats prescribed in Annexure 9		
20.	Curriculum Vitae of all personnel		
22.	Project Plan as mentioned in Clause 4.14.11.		
23.	Copy of Volume-I and Volume-II of this RFP with sign and official seal on every page.		
24.	Approach & Methodology for Project Execution		
25.	Undertaking to comply with the Public Procurement (Preference to Make in India) order issued by Department for Industrial Promotion & Internal Trade, Ministry of Commerce & Industry, Govt. of India dated 4.6.2020 as well as the Order issued by Ministry of Power (MoP), Govt. of India dated 2.7.2020 to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the Country.		

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1. Definitions and Abbreviations

1.1. Definitions

1. “AMI”	: “Advanced Metering Infrastructure (AMI)” including smart meters means the infrastructure required to enable the Distribution Licensee to accurately collect, monitor and analyse real-time consumption data from consumers, communicate price signals to consumers and where permitted control load
2. “Smart Grid Implementing Agency” or “SGIA”	: Same as “Project Implementing Consortium”
3. “AMR”	: “Automated Meter Reading (AMR)” means the infrastructure required to enable the Distribution Licensee to accurately collect consumption data from consumers
4. “Bid(s)”	: The bid submitted by the Bidder(s) in response to this RFP
5. “Bidder(s)”	: Any or all Consortium Members including the Lead Consortium Member bidding as a response to this RFP
6. “Bidding Consortium”	: The Consortium of Bidders legally bound as per the terms and formats of this RFP to bid for the Project.
7. “Consortium Member”	: Any Member of the Bidding Consortium other than the Lead Consortium Member.
8. “Contract”	: The Agreement between WESCO and the Successful Bidder upon receiving the Letter of Award from WESCO for implementation of the Project.
9. “Contractor”	: Same as “Project Implementing Consortium”
10. “Employer”	: WESCO
11. “Financial Year” or “FY”	: Period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.
12. “Lead Consortium Member”	: The Consortium Member taking the lead in submitting this RFP with eligibility, roles and responsibilities outlined in Clause 4.3.2 of this RFP and duly supported by the legal agreements as per formats in this RFP.
13. “MTS”	: Minimum Technical Standards as defined in Volume 2 of this RFP.

14. “Party” or “Parties”	:	OPTCL, WESCO, the Bidder and the Project Implementing Consortium, individually or collectively, respectively.
15. “Project”	:	WESCO’s Smart Grid Project defined in Section 3.
16. “Project Implementing Consortium” or “Contractor” or “AMI-IA”	:	The Consortium or the Contractor appointed by WESCO upon signing of the Contract subsequent to the Letter of Award
17. “Project Management Agency” or “PMA”	:	Project Management Agency is PFCCL
18. “Request for Proposal” or “RFP”	:	This Tender No. SG/Rourkela/SGIA dated 21.10.2020 including all its Volumes for Appointment of Smart Grid Implementing Agency (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time
19. “Rupees” or “Rs.” Or “INR” or “₹”	:	Indian Rupees
20. “Service(s)” or “Related Service(s)”	:	Any service(s) performed or to be performed as a part of the project by the Contractor.
21. “Smart Meter”	:	Smart meters are composite unit consisting of metrology elements, two way communication module/modules. It has functions such measurement, computation, event capturing, storing, communication and control
22. “Solution”	:	The system within the Scope of Work of the Project as defined by this RFP, and implemented in its entirety including but not limited to the supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services by the Project Implementing Consortium.
23. “Successful Bidder”	:	Successful Qualifying Bidder/ Consortium with the lowest Price (L-1) discovered as per the Financial Bid
24. “Technical Score”	:	The score of technical evaluation of bidders
25. “Tender”	:	Same as “RFP”
26. “Utility”	:	WESCO

1.2. Abbreviations

1.	AMI	Advanced Metering Infrastructure
2.	AMI-IA/AIA	Advanced Metering Infrastructure - Implementation Agency
3.	BG	Bank Guarantee
4.	BoM	Bill of Material
5.	BoQ	Bill of Quantity
6.	C&I	Commercial and Industrial
7.	CC	Control Circuit
8.	CIM	Common Information Model
9.	CMMi	Capability Maturity Model Integration
10.	CV	Curriculum Vitae
11.	DCU	Data Concentrator Unit
12.	DFID	Department for International Development
13.	FMS	Facility Management Services
14.	FRTU	Field Remote Terminal Unit
15.	GPRS	General Packet Radio Service
16.	GST	Goods and Services Tax
17.	HES	Head-End System
18.	IDBI	Industrial Development Bank of India
19.	IPR	Intellectual Property Rights
20.	ISO	International Organization for Standardization
21.	IT	Information Technology
22.	MDM	Meter Data Management
23.	MTS	Minimum Technical Standards
24.	NIC	Network Interface Controller
25.	P&L	Profit & Loss
26.	PAN	Permanent Account Number
27.	PF	Provident Fund
28.	PLC	Power Line Communication
29.	PMA	Project Management Agency

30. PO	Purchase Order
31. PON	Power Outage Notification
32.. PRN	Power Restoration Notification
33. RF	Radio Frequency
34. RFP	Request for Proposal
35. RTI	Right to Information
36. RTU	Remote Terminal Unit
37. SI	System Integrator OR System Integration
38. SLA	Service Level Agreement
39. WO	Work Order
40. XML	Extensible Markup Language

2. Important Dates and Amounts

Dates

S. No	Events	Date	Time
a)	Commencement of downloading of RFP	21.10.2020	17:30 hrs
b)	Bidders to send interest to PFCCL for participation in Pre-bid meeting	3.11.2020	17:00 hrs
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h)	Technical Bid Opening	1.12.2020	16:00 hrs
i)	Financial Bid Opening	To be intimated later	

Amounts for Bidding

A.	Tender Fee to be submitted with the RFP as Demand Draft (Non- Refundable)	Rs. 1,00,000 plus GST @18%
B.	Transaction Fee (Non- Refundable)	Rs. 15,000 plus GST @18%
C.	Bid Security as Demand Draft or Bank Guarantee, valid for a period of 120 days beyond the end of validity period of the bid (Refundable)	Rs. 2,00,00,000
D.	Other Payments or Bank Guarantees for the Project Implementing Consortium shall be as per the terms and conditions defined in this RFP	

Note: All payments shall be made in the form of A/C Payee Demand Draft in favour of PFC Consulting Ltd. payable at New Delhi

3. Introduction

3.1. Background

- 3.1.1 Rourkela is one of Odisha's five major cities and is one of the largest urban centers located in Chota Nagpur Plateau and an important industrialized city of the region. The region has a rich and long history of indigenous settlement (Tribes like Oraons, Mundas, Kharias, Bhuiyans and Bhumijis). It is also one of the two proposed smart cities from the State of Odisha; selected by the GoI and it is the Steel City of Odisha. It has an area of 53.29 km² and its location provides a Railway gateway for access to Eastern Part of India to Southern Part of India and Western Part of India. The population of Rourkela is over 3.09 lakhs and power consumers are over 81,000 nos. Consumers in Rourkela get electricity from Western Electricity Supply Company of Odisha (WESCO), one of the distribution utilities catering to Western part of Odisha with headquarters at Burla.
- 3.1.2 WESCO is power distribution utility distributing electricity to the consumers of western part of Odisha covering 9 revenue District namely Sambalpur, Bargarh, Jharsuda, Deogarh, Sundargarh, Subarnapur, Bolangir, Kalahandi and Nuapada etc. For smooth functioning of utility, activities is divided into 5 circles comprising different revenue Districts:
- a. Sundargarh District- Rourkela Circle
 - b. Jharsuguda & Sambalpur District- Sambalpur Circle
 - c. Bargarh District- Bargarh Circle
 - d. Subarnapur & Bolangir District- Bolangir Circle
 - e. Kalahandi & Nuapada District- Kalahandi Circle
- 3.1.3 Rourkela is divided into mainly 2 urban centers – Rourkela Municipal Corporation (RMC) with an area of 53.3 Km² and the Rourkela Steel Township (RST) with an area of approximately 54 Km². The current proposal is for development of Smart Grid in RMC area.
- 3.1.4 OPTCL has appointed PFCCL as “Project Management Agency (PMA)” for implementation of Smart Grid in RMC area of Rourkela, Odisha under Western Electricity Supply Company of Odisha (WESCO). PFCCL will select the Smart Grid Implementation Agency (SGIA) on behalf of OPTCL. WESCO would issue the Letter of Award to the successful bidder and execute the Contract Agreement with the successful bidder. The project will be transferred by SGIA to WESCO at no cost at the end of the project period. The roles and responsibilities of the SGIA and payment thereof are governed by the Terms and Conditions of this RFP.

3.2. About the Smart Grid Project

- 3.2.1 WESCO proposes to implement Smart Grid project in Rourkela Smart City in Odisha. At present, the total number of consumers is around 90,801. However, WESCO proposes to implement the project for incremental number of consumers over a period of 10 years. The total no. of consumers over a period of 10 years would be 1,20,964 as per Annexure 10 of this RfP.
- 3.2.2 The CAPEX funding for the project for initial 90,801 consumers would be as per the following:
- a. **NSGM Grant** - 30% of Total Capital Expenditure (excluding cost of Meter Box and cost towards additional 10% Cables (Service cables and DTR cables)) limited to about Rs. 18 crore with no GST component. The NSGM Grant portion is under review based on change in scope vis-à-vis approved DPR. In case the

Grant portion is reduced by NSGM, the shortfall in the same would be funded by the Utility.

- b. Funding by Utility** – 20% of Total Capital Expenditure (limited to about Rs. 12 crore) plus shortfall in the Grant portion as mentioned in clause 3.2.2(a) plus 2/7 portion of GST on Total Capital Expenditure.

c. Funding by SGIA

- i. Balance Total Capital Expenditure plus 5/7 portion of GST on Total Capital Expenditure.
- ii. Cost of Meter Box and cost towards additional 10% Cables (Service cables and DTR cables) as per Annexure 10 of RfP.

3.2.3 The funding for FMS Cost for the project for initial 90,801 consumers would be as per the following:

- a. NSGM Grant** - 30% of Year 1 FMS cost (inclusive of Year 1 charges towards GIS updation & monthly Cloud usage) limited to about Rs. 1.10 crore inclusive of GST. No funding for GST against this component is available.

b. Funding by Utility – Nil.

c. Funding by SGIA

- i. Balance Year 1 FMS Cost (inclusive of Year 1 charges towards GIS updation & monthly Cloud usage) for initial 90,801 consumers
- ii. Balance FMS cost (inclusive of balance charges towards GIS updation & monthly Cloud usage from the date of Operational Acceptance of a particular lot of Smart Meters till a period of 8 years) from the date of Operational Acceptance of a particular lot of Smart Meters till a period of 8 years for 90,801 consumers
- iii. GST on Total FMS Cost till 8 years from Operational Acceptance of Project.

3.2.4 CAPEX as well as FMS funding (inclusive of charges towards GIS updation & monthly Cloud usage) for the project for additional number of consumers beyond 90,801 consumers (i.e. 1,20,964 - 90,801 = 30,163 consumers) along with GST thereof would be entirely borne by SGIA.

3.2.5 A Baseline KPI study has been conducted by a Third Party Independent Evaluation Agency (TPIEA) and the results are as follows:

Parameter	Unit	FY 2018-19
Input Energy	MU	296
Billed Energy	MU	240
Billed Amount	Rs Cr	133
Collected Amount	Rs Cr	124
Billing Efficiency	%	81%
Collection Efficiency	%	94%
AT&C loss	%	24%

3.2.6 The detailed Baseline KPI study report is enclosed at Annexure 18 to this RfP.

3.3. About this Request for Proposal

3.3.1 This Request for Proposal (this “RFP”) is issued by PFCCL on behalf of OPTCL for selecting a Consortium or a Contractor for supply, installation, testing, commissioning and maintenance of Advanced Metering Infrastructure (AMI), including smart meters (with/without net-metering) with Pre-paid configuration, communication infrastructure along with applications for Head End System (HES), Meter Data Management (MDM) System as well as Geographical Information System (GIS) and setting up of Smart Grid Control Centre on cloud for implementation of Smart Grid in Rourkela Smart City in Odisha under Western Electricity Supply Company of Odisha (WESCO) for around 90,801 consumers at present plus additional consumers over a period of 10 years including O&M services for a period till 8 years from Operational Acceptance of the Project. The project shall also include integration of HES with MDMS and MDMS with existing and any future Utility applications as defined in this specification document. Any other items/ accessories required for successful commissioning of the project and not specifically mentioned in the BoQ as per Annexure-10 of this RfP shall also deemed to be in the scope of the bidder.

3.3.2 This RFP is structured into two Volumes as follows:

- a. **Volume-I: General and Commercial Terms**, which provides the Bidder a brief introduction about the Project as well as WESCO. The document explains the overall structure of the bid document and general terms and conditions applicable to each Bidder. This document also provides all commercial information to the Bidder, which include instructions to the Bidders, eligibility criteria, tender evaluation methodology, scope of work, general conditions of contract and all relevant formats for bidding.
- b. **Volume-II: Technical Scope, Functional Requirement and Service Level Agreement**, which provides information regarding WESCO's systems, the detailed functional requirements including Minimum Technical Standards (MTS) to be achieved by the Contractor, as well as the Service Level Agreement (SLA). The payment terms shall also be linked to the performance of the Bidder detailed in this Volume.

4. Instruction to Bidders

4.1. General Instructions

- 4.1.1. All Bidders shall comply with the dates and amounts indicated in Section 2 of this RFP.
- 4.1.2. The Bidders shall comply with and agree to all the provisions of this Section 4 of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding WESCO's systems, bid formats, bid submission and other considerations.
- 4.1.3. The Bidders shall be evaluated based on the norms and procedures laid out in Section 5 of this RFP.
- 4.1.4. The Bidders shall be required to undertake and Bid for the Scope of Work for the Project indicated in Volume II of this RFP, which describes the detailed scope.
- 4.1.5. The Functional Requirements to be completed by the Project Implementing Consortium within the Scope of Work is indicated in Section 1.4 of Volume II of this RFP. While, the performance of the Project implemented by the Project Implementing Consortium shall be judged based on the parameters given in Section 4 of Volume II of this RFP.
- 4.1.6. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

4.2. General Terms for Bidding

- 4.2.1. The Bidders who wish to participate in online tenders will have to procure/should have legally valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.
- 4.2.2. All bids should be digitally signed.
- 4.2.3. Bid prepared by Bidders & all correspondence and documents relating to Bid exchanged by Bidder and PFCCL and its associates shall be written in English language.
- 4.2.4. If for any reason the Bid of any Selected Bidder is rejected or Letter of Intent issued to such Selected Bidder is cancelled, PFCCL is empowered to take decisions for any of the following:
 - a. Consider the next Lowest Evaluated Bid from qualifying Bidders; or
 - b. Annul the bid process; or
 - c. Take any such measure as may be deemed fit in the sole discretion of PFCCL, as applicable.

- 4.2.5. Technical bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of PFCCL and shall not be returned to the Bidders.
- 4.2.6. PFCCL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be permitted by PFCCL.
- 4.2.7. Failure by PFCCL to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of PFCCL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- 4.2.8. PFCCL may verify the Bidder's technical and financial data by checking with the Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.
- 4.2.9. The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to PFCCL's nodal person for this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of the RFP, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- 4.2.10. The RFP document includes statements, which reflect the various assumptions arrived at by PFCCL in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own due-diligence/ investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP and obtain independent advice from appropriate sources.

4.3. Eligibility Criteria

Qualification of Bidder will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's Technical Experience and Financial requirement as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bid can be submitted by an individual firm or consortium of firms (maximum 3 members; specific requirements for Consortium are given under 4.3.2 below).

The Employer may assess the capacity and capability of the bidder to successfully execute the scope of work covered under this RFP within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality control systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

4.3.1. Qualifying Requirement

A Bidder is defined as “Any or all Consortium Members including the Lead Consortium Member bidding as a response to this RFP”

Document Indexing: Bidder will attach an Index of documents submitted with this bid mentioning following details. This index will be used to locate the document easily and correlating correct document with correct QR.

1. QR clause as per RFP.
2. Title of document submitted against each QR.
3. Relevant page number in document.
4. Relevant clause no. in document.

Bidder must meet the following minimum eligibility requirements individually and in case of a consortium, collectively by the members of Consortium, except where specifically mentioned.

A. QR for Meter Manufacturing (Meter Manufacturer/ Supplier has to be a Bidder or part of a Consortium (not necessarily as a Lead Bidder) and cannot participate as a Sub-Contractor of any other Bidder. In case of a Consortium, this requirement has to be met individually by one of the Consortium Members in its entirety. However, the Meter Manufacturer/ Supplier can participate as a Consortium Member only in one (1) Consortium)			
S.No	Description	Qualifying Criteria	Evaluation Documents Required
1	Technical Experience	a) The Bidder or any Consortium Member must have 1. Manufactured and supplied minimum 25,000 nos. (cumulative) AMI Meters and successfully integrated with its own or Third Party software and with the existing system of Indian Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid Or Manufactured and supplied minimum 25,000 nos. (cumulative) AMR Meters along with required hardware, software & other associated accessories etc. and successfully integrated with its own or Third Party software and manufactured and supplied minimum 25,000 nos. (cumulative) Pre-payment Meters as per IS 15884 to Indian Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid	i. Copies of Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of supply etc. ii. The Bidder to submit a Certificate from the client on successful integration with its own or Third Party software and with the existing systems of Indian Power Distribution Utility(ies)
		b) The Bidder/ Consortium Member must have manufacturing facility in India with an in-house NABL accredited lab on the date of submission of bid	i. Valid Registration Certificate of Manufacturing Unit and details of facility ii. Valid NABL Accreditation Certificate
2	Quality Certification	a) The Bidder/ Consortium Member should be ISO 9001:2015 certified OR Bidder should have CMMI Level 3 (minimum) certification. b) Bidder/ Consortium Member should have ISO 14001 and OHSAS18001/ OHSAS45000 series certifications.	A valid ISO and OHSAS certificate on or before the date of submission of bid
A. QR for Communications Network Provider (CNP) (Any Bidder can use credentials of same CNP as a Sub-Contractor for meeting Qualifying Requirement. However, the CNP, if desires, can participate as a Consortium Member only in one (1) Consortium and in such a case, the CNP cannot be a Sub-Contractor of any other Bidder)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1.	Technical Experience	a) The CNP should have implemented project(s) with at least 25,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC, Ministry of Communication, Govt. of India or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	i. Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association. ii. Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of Ministry of Communications, GOI) iii. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc.

		b) The CNP must have successfully integrated their NIC/ Communication module with meters of at least 3 manufacturers in India till HES and/or MDMS.	iv. Certificate from client on successful implementation of project v. Signed agreements/ MoUs for integration of NIC module or Certificate of successful integration
2	Quality Certification	a) CNP should be ISO 9001:2015 certified or Bidder should have CMMI Level 3 (minimum) certification. b) CNP should have ISO 14001 and ISO 27001 certifications.	A valid ISO/CMMi certificate on or before the date of submission of bid.
C1. QR For System Integration (SI) - Integration with MDM (Any Bidder can use credentials of same SI as a Sub-Contractor for meeting Qualifying Requirement. However, the SI, if desires, can participate as a Consortium Member only in one (1) Consortium and in such a case, the SI cannot be a Sub-Contractor of any other Bidder)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Technical Experience of Integration with MDM	a) The SI must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 25,000 consumers (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Certificate from the client on successful implementation and operation of the project. iii. In case SI is a Power Distribution Utility which is having an in house experience, it should submit documentary evidence of such experience with self-certification from authorized signatory of System Integrator.
C2. QR for Cloud Service Provider (CSP) (Any Bidder can use credentials of same CSP as a Sub-Contractor for meeting Qualifying Requirement. However, the CSP, if desires, can participate as a Consortium Member only in one (1) Consortium and in such a case, the CSP cannot be a Sub-Contractor of any other Bidder.)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Technical Experience as Cloud Service Provider	a) CSP must be Empaneled Cloud Service Provider by MEITY (Ministry of Electronics and Information Technology) for Public cloud, Virtual Private Cloud and Community Government Cloud b) CSP Member must have at least 3 Data Centers in at least two different seismic zones in India c) CSP should have at least 5 different Internet Carrier Terminating d) CSP should be having the capability to provide Hybrid Cloud services, i.e. a combination of Private Cloud and Public Cloud infrastructure from each availability zone. e) CSP should have at least two (2) Work Orders from Central Government/ State Government/ PSU /Semi- Government of India in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	i. For S.No (a), Bidder should provide valid certificates ii. For S.No (b), (c) and (d), Bidder should submit self-experience certificate duly signed by the Authorized Signatory who is authorized to sign the Bid document iii. For S.No. (e), Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc.
	Quality Certification	a) CSP should have the following Quality Certifications: i. ISO/IEC 27001 certified for Information Security with well-planned and structured escalation procedures ii. Certified ISO/IEC 20000-1 for DC service quality and delivery iii. The data centers where cloud servers of CSP are hosted should be certified for minimum of Tier III level against TIA-942 specifications iv. Must have Government Community Cloud running audited and successfully audited by STQC.	A valid certificate on or before the date of submission of bid.
D. QR For Meter Data Management Provider (MDMP) (Any Bidder can use credentials of same MDMP as a Sub-Contractor for meeting Qualifying Requirement. However, the MDMP, if desires, can participate as a Consortium Member only in one (1) Consortium and in such a case, the MDMP cannot be a Sub-Contractor of any other Bidder)			
S. No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Data handling Capability	a) The MDMP should have successfully implemented and integrated with HES for at-least 25,000 (cumulatively) numbers of smart meter/ AMI system in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Certificate from client on successful implementation on and operation of

			project.
2	Ease of integration with HES/ MDAS and Billing	a) The Proposed MDM should have been integrated with minimum 3 different Head End Systems/ MDAS system and 2 different billing system in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Client Certificate on successful implementation and operation of project.
3	Quality Certification	a) The MDMP should be a 9001:2015 certified. b) MDMP should have CMMI Level 3 (minimum) certification. c) MDMP should have ISO 27001 certification	A valid ISO/ CMMi certificate on or before the date of submission of bid.
E. QR - Financial Criteria			
S.No.	Description	Qualifying Criteria	
1	Financial Requirement	a) Net Worth in best Three Financial Years out of the last five (5) years (i.e. FY 2015-16 onwards) should be positive. Net worth shall be as defined under the Companies Act, 2013. b) Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the last five (5) Financial Years i.e. FY 2015-16 onwards) should not be less than INR 100 Cr. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.	

- The company wise applicability of the qualifying requirement referred to in clause 4.3.1 is provided below:

Type of Company	Permissible Qualifying Requirement
Parent Company	Self and/ or it's Wholly/ Majority Owned Subsidiary Company
Wholly/ Majority Owned Subsidiary Company	Self and/ or its Parent Company
Minority Owned Subsidiary Company	Self only

- The Bidder would be required to furnish along with the bid, a letter of undertaking from the Holding Company/ Subsidiary Company/ Sub-Contractors supported by Board resolution, extending support for execution of the contract by the bidder in case of award. The Bidder can submit the Manufacturer Authorization for sub-contractors as per their own format. But, it must fulfil the requirement of the RfP to meet the Qualification Requirement
- Bidders can use credentials of the Sub-Contractors for meeting the Qualifying Requirement. However, multiple bidders can use credentials of the same Sub-Contractors subject to the condition that a Sub-Contractor cannot participate as Bidder/ Consortium Member in the bid process.
- In case Bidder does not manufacture or produce any major equipment or component of the overall Solution to be provided as the Scope of Work, then the Bidder is required to submit the Manufacturer's /OEM's Authorization stating the required support from the Manufacturer/OEM with respect to supply, support, etc for a period of eight (8) years from the date of Operational Acceptance of the entire project by WESCO.
- In case Smart Meters are imported by the bidder, then bidder shall ensure that minimum 30% of Smart Meter supply shall be from its Indian manufacturing/ assembly unit.
- The Bidder shall submit an undertaking that it will comply with the Public Procurement (Preference to Make in India) order issued by Department for Industrial Promotion & Internal Trade, Ministry of Commerce & Industry, Govt. of India dated 4.6.2020 as well as the Order issued by Ministry of Power (MoP), Govt. of India dated 2.7.2020 to protect the

security, integrity and reliability of the strategically important and critical Power Supply System & Network in the Country. The above orders are at Annexure-19.

- To be eligible for the tender for appointment of Smart Grid Implementation Agency, the Bidder (or any of its consortium member) shall not have 5 (five) or more AMI projects / 20 Lakhs meters in India which are outstanding to be installed on the bid due date for submission.

4.3.2. Consortium Bids

4.3.2.1. In case a bid is submitted by a consortium of two or more firms (No. of members shall not be more than 3) as consortium members, the members of consortium shall meet the following requirements:

- a. All the members of the consortium shall meet individually the financial requirement criteria given at 4.3.1.E1 (a) above.
- b. The Lead Consortium Member shall meet not less than 50% of the minimum financial requirement criteria given at clause no. 4.3.1.E.1 (b) above.
- c. Each of the other Consortium Member(s) individually shall meet not less than 25% of the minimum financial requirement criteria given at clause no. 4.3.1.E.1 (b) above.

In case of consortium, the following conditions shall also apply:

4.3.2.2. A consortium (the "Bidding Consortium") shall be considered bidder provided that one of the members of the consortium shall be nominated as being in-charge (the "Lead Consortium Member") and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.

4.3.2.3. In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/ authenticated copies of the following documents:

- a. Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation;
- b. Memorandum and Articles of Association or document constituting the company and regulating its affairs;
- c. List of board of directors or regulating/controlling body;
- d. Address of its place of business in India, if any;
- e. Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;
- f. Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement;
- g. Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of AMI project including the FMS period, if assigned by WESCO
- h. Any other papers or documents required by PFCL at a later stage or in future.

- 4.3.2.4. The Lead Consortium Member shall submit the Bid to PFCCL and shall be liable towards fulfilling the obligations in this RFP.
- 4.3.2.4.1. The bidder can bring in other agencies as sub-contractors in line with the RfP
- 4.3.2.4.2. The bidder has to submit detailed roles & responsibilities of the Consortium Members/ Sub-Contractor partners to PFCCL along with the bid.
- 4.3.2.5. Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN).
- 4.3.2.6. The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with PFCCL through a Power of Attorney as per Annexure 6 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.
- 4.3.2.7. Each member of the consortium shall have a registered office (under the Companies Act 1956 with Registrar of Companies) and operations in India.
- 4.3.2.8. Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement, power of attorneys, legal undertakings, etc. entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Annexure 4, Annexure 5 and Annexure 7. In the absence of duly executed formats, the Bid shall not be considered for evaluation and will be rejected.
- 4.3.2.9. Bidder/ member of consortium should not be blacklisted/ barred by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self- undertaking signed by its Authorized Signatories for same as per format prescribed in Annexure 3.
- 4.3.2.10. The Lead Consortium Member shall submit the Bid after legitimately paying the purchase fees for the RFP, and submission of the Tender Fees and Bid Security as per the various terms, schedules and formats prescribed in this RFP.
- 4.3.2.11. The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).
- 4.3.2.12. The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.
- 4.3.2.13. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for

their portion of Work. The statement to this effect shall be provided along with RFP submissions including the Bid Form and Contract (in case of successful bid).

4.4. Cost of Bidding

- 4.4.1. The Bidder shall bear all costs associated with the preparation and submission of this Bid including post-bid discussions, technical and other presentations etc., and PFCCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.5. Payment of Fees by Bidders

- 4.5.1. All payments shall be made in the form of A/C Payee Demand Draft in favour of PFCCL payable at New Delhi
- 4.5.2. All Bank Guarantees shall be provided by the Lead Consortium Member in the format prescribed in Annexure 1.
- 4.5.3. Any Bid not accompanied by a substantially responsive Bid Security in accordance with Annexure 1 shall be rejected by PFCCL as non-responsive,
- 4.5.4. Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon signing of the contract by WESCO with the Project Implementing Consortium.
- 4.5.5. The Bid Security of the Project Implementing Consortium shall be returned as promptly as possible once the Project Implementing Consortium has furnished the required Performance Security for Project Implementation in the name of WESCO as per clause 6.21.1.1 and signed the contract with WESCO.
- 4.5.6. The Bid Security may be forfeited if:
- a. Bidder withdraws its Bid during period of bid validity as specified in Clause 4.17.
 - b. Selected Bidder:
 - i. fails to sign the Contract in accordance with Annexure 12; or
 - ii. fails to furnish a Performance Security for Project Implementation in the name of WESCO in accordance with Clause 6.21.1.1; or
 - iii. fails to accept the correction of its Bid price pursuant to Clause 5.6; or
 - iv. is found to have submitted false particulars/ fake documents; or
 - v. refuses to execute the work at his agreed scope/quoted rates, after WESCO issues the Letter of Award;
 - vi. is involved in incidents of manipulation of rates by cartelization.
- 4.5.7. The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the relevant Lead Consortium Member.
- 4.5.8. No interest shall be paid to Bidder on any amount submitted to PFCCL, whether to be returned or not.

4.6. Bidders to Inform Itself Fully

- 4.6.1. Bidder shall make independent enquiry and satisfy itself with respect to all required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once Bidder has submitted Bid, the Bidder shall be deemed to have examined the laws and regulations in force, and fixed its price

taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the services performed within the scope of work, as provided in this RFP. Accordingly, the Bidder acknowledges that, on being selected as Project Implementing Consortium, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

4.6.2. The Bidders should particularly acquaint themselves with the technical requirements of WESCO's systems, operations, assets, equipment, statutory codes and standards.

4.6.3. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for implementation of the Project. WESCO shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up the Project other than those covered under WESCO's conventional business.

4.7. Compliance

4.7.1. Any Consortium Member, Company, or its Subsidiary or its Affiliates shall participate as a Member of not more than one Consortium bids. No Consortium Member, Company, its Subsidiary or its Affiliates shall, directly or indirectly, become a party to submission of more than one Bid. However, a lead consortium member or an individual Bidder shall not bid with any other consortium.

4.7.2. Notwithstanding anything stated above, PFCCL reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Criteria and may request for any additional information/ documents. PFCCL reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

4.7.3. If at any stage of bidding or Project execution process, any order/ruling is found to have been passed in last 1 year preceding Bid Submission date by a competent Court of Law against or any appropriate Commission against any Consortium Members or its Affiliates for its material breach of any contract, then Bids from such Bidders shall be liable to be rejected in totality. All Bidders shall confirm in accordance to Annexure 3 that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Subsidiary or its Affiliates. In case of any such order/ ruling, it is duty of Bidder to inform PFCCL/WESCO for the same.

4.7.4. Any removal/ change/ replacement of manpower shall be notified to PFCCL/ WESCO within 7 (seven) calendar days along with the Curriculum Vitae of the personnel replacing the previous personnel.

4.7.5. If the Bid Security from any Bidder is forfeited or lapsed either partly or wholly during the Bid process, then such Bidders and Consortia are liable for rejection.

4.7.6. Qualified Bidders and Project Implementing Consortium shall continue to maintain

compliance with the Eligibility Criteria throughout the bidding process and project implementation period, respectively as the case may be. Failure to comply with the aforesaid provisions shall make the Bid and the Contract liable for rejection at any stage of the Project.

- 4.7.7. The Lead Consortium Member shall be the point of contact for the Consortium during the Bid process before award of the project to the Project Implementing Consortium, and PFCCL/ WESCO shall communicate directly to the contact person appointed through the Power of Attorney as per Clause 4.14.7. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of PFCCL/ WESCO, and PFCCL/ WESCO shall not bear any liability whatsoever in this account.
- 4.7.8. The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities except for core components of AMI like RF Communication, MDM, HES.
- 4.7.9. WESCO reserves the right to remove any proposed subcontractor of the Bidder prior to award of any work by WESCO related to either the Bidding or Project, or during the work, without assigning any reason thereof.

4.8. Study of WESCO's Existing Systems

- 4.8.1. A brief regarding details of existing systems relevant to the AMI project is given at clause 3.2. However, All Bidders are advised to visit and examine the site and existing Data Centre facilities where the facilities are to be installed and its surrounding, and obtain for itself, on its own responsibility and cost, all information that may necessary for preparing the Bid and entering into a contract for supply and installation of the facilities. The cost of visiting the site shall be at the bidder's own expense.
- 4.8.2. The Bidder and any of its personnel or agents will be granted permission by WESCO to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify WESCO and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of/or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

4.9. Clarifications

- 4.9.1. Bidders, through the Lead Consortium Member, may seek clarifications on this RFP in writing, through a letter, fax or email to reach PFCCL no later than the date mentioned in this RfP or an extended date as per any amendments issued subsequently.
- 4.9.2. PFCCL may issue clarification only, at its sole discretion, which is considered reasonable by it.
- 4.9.3. Any such clarifications issued shall be sent to all the Bidders to whom the RFP has

been issued.

4.9.4. PFCCL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

4.9.5. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Submission Deadline on account of clarifications sought in accordance to Clause 4.9.4.

4.10. Pre-Bid Meeting

4.10.1. A Pre-Bid Meeting would be held through video conference on **5.11.2020 at 11:00 hrs** on **MS-Teams platform**. The bidders who are interested to participate in the Pre-Bid meeting have to send their request through email to **anupam_kashyap@pfcindia.com** latest by **3.11.2020 upto 17:00 hrs**. As the link for attending the Pre-Bid meeting would be sent by PFCCL for only one (1) email id per Bidder, the interested Bidders need to mention only one (1) email id in their request for attending the Pre-Bid meeting.

4.11. Amendments to RFP

4.11.1. PFCCL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines, by issuance of addendum / modification / errata and / or a revised document.

4.11.2. Revisions or amendments in the bidding guidelines may cause PFCCL to modify amend or supplement the RFP to be in conformance with any applicable Law. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to which the RFP has been issued and shall be binding on them. Such documents shall be sent by email to the person designated by the Bidder.

4.11.3. PFCCL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by PFCCL upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least seven (7) days prior to the Bid Submission Deadline.

4.11.4. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, PFCCL may, at its discretion, extend the deadline/ timeline for Bid submission.

4.12. Method of Submission of Bid

4.12.1. Both Technical and Price Bids shall be submitted electronically at www.mstcecommerce.com/eprochome/pfccl or before the Bid Submission Deadline following the instructions therein. Documents shall be scanned and uploaded wherever required, while some data shall be entered manually. Bidder's guide for Submitting Bid on MSTC's E-Procurement Portal is enclosed at Annexure 16.

- 4.12.2. Bidders may prepare, edit, substitute or withdraw their offers any number of times online before the Bid Submission Deadline. Any change or withdrawal of the physically submitted Bid to PFCCL before the Bid Submission Deadline shall be accompanied with a written notice duly signed by the Authorized Representative of the Lead Consortium Member. Any revised physical submission shall be duly and legibly marked as 'REVISED' along with the date of submission, while the withdrawn submission shall be marked as 'WITHDRAWN' along with the date and signature of the Authorized Representative. After the Bid Submission Deadline, the Bidder shall not, or attempt to, change or withdraw the Bid under any circumstances. No written or online request in this regard shall be granted.
- 4.12.3. In addition to the electronic submission, the Bidder shall also provide 1 no. of hard copy/(ies) of the Technical Bid to PFCCL in a sealed envelope before the Bid Submission Deadline at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001.
- 4.12.4. The hard copy of the Technical Bid shall be sent to PFCCL via Registered Post with Acknowledgement Due (RPAD), speed post or courier which should reach PFCCL before the Bid Submission Deadline. Whereas hand delivery is also accepted.
- 4.12.5. The sealed envelope shall contain hard copies of all original and/ or attested documents submitted in physical submission of Technical Bid. The separate sealed envelope shall also contain requisite hard copies of the Tender Fee and Bid Security.
- 4.12.6. The sealed envelope shall be clearly marked on the top as “*Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha.*” The sealed envelope shall be addressed to PFCCL. The sealed envelope shall also clearly mention the name of the Lead Consortium Member submitting the Bid.
- 4.12.7. The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.
- 4.12.8. In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.
- 4.12.9. Insufficiency of the electronically submitted Bid shall not be compensated by any information, documentation or material provided additionally in the physically submitted documents in the sealed envelope.

4.13. Bid Formats

- 4.13.1. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.

- 4.13.2. Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 4.13.3. The Lead Consortium Member shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this RFP.

4.14. Technical Bid

- 4.14.1. The Technical Bid shall contain a covering letter by the Lead Consortium Member duly designated and signed by all Members of that Bidding Consortium as per the format prescribed in Annexure 3.
- 4.14.2. The Technical Bid shall contain a legally enforceable Consortium Agreement entered amongst all Members of that Bidding Consortium, designating one of the Members to be the Lead Consortium Member as per the format prescribed in Annexure 4. In the absence of a duly executed Consortium Agreement, the Bid shall not be considered for evaluation and will be rejected.
- 4.14.3. In case of a single company approaching as a Bidder, the Consortium Agreement shall not be required.
- 4.14.4. The Technical Bid shall contain Power of Attorney from each Consortium Member in favor of the Lead Consortium Member as per the format prescribed in Annexure 5.
- 4.14.5. In case any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Annexure 5.
- 4.14.6. Provided further that such Board resolutions/Power of Attorney/authorization, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted
- 4.14.7. Lead Consortium Member shall designate one person to represent Bidding Consortium in its dealings with PFCCL. The person designated by Lead Consortium Member shall be authorized through a Power of Attorney as per Annexure 6 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of Consortiums, etc. and attach the same in Technical Bid.

4.14.8. The Technical Bid shall contain signed Letter of Consent as per Annexure 7 from each Consortium Member that the Bid has been reviewed and each element of the Bid is agreed to by them including but not limited to any commitment in the Project.

4.14.9. Tender Fees & Bid Security as prescribed in Section 2 as per format prescribed in Annexure 1.

4.14.10. All documents required to prove/ substantiate the Eligibility of the Bidders and Bidding Consortium as required in Eligibility Criteria Clause 4.3. including:

- a. Company Profile document with evidence of fields of competence for each Consortium Member.
- b. Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member.
- c. Copy of the Goods and Services Tax (GST) Registration Certificate of the Lead Consortium Member.
- d. Provident Fund (PF) Certificate indicating PF Code of Lead Consortium Member.
- e. Copy of Permanent Account Number (PAN) Card of Lead Consortium Member.
- f. Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member clearly indicating the number of years of operation

4.14.11. The Bidder shall provide a clear and concise Project Plan covering the following topics as a part of the Technical Bid:

- a. Understanding of WESCO and its requirement with respect to project implementation;
- b. Details of proposed methodology;
- c. Project team structure during implementation period as well as during 8 years FMS period;
- d. Resource planning and estimation;
- e. Risk planning; and
- f. Detailed work plan and timelines along with clear mention of deliverables

4.14.12. The Technical Bid of the Bidder shall contain the Bill of Quantities (BoQ) in the format prescribed in Annexure 10 that should commensurate with the Financial Bid without any mention of costs/ prices.

4.14.13. The BoQ shall be accompanied by the make, model, detailed specifications, literature, drawings, etc. of the supply in the Technical Bid demonstrating substantial responsiveness of the quoted Solution.

4.14.14. Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) Bids shall be rejected.

4.15. Financial Bid

4.15.1. The Financial Bid shall only be submitted electronically as per the format prescribed in Annexure 11. No hard copy of the Financial Bid shall be submitted.

4.15.2. The Financial Bid shall clearly indicate the following:

4.15.2.1. **Meter Rent Per Consumer Per Month** for each meter type which would be

constant for the entire duration of the contract and its payment would commence for a particular lot of meters from the date of Operational Acceptance of that lot and would continue for a period till 96 months from that date.

4.15.2.1.1. The **Total Meter Rent Per Consumer Per Month** (i.e. sum of Meter Rent Per Consumer Per Month for each meter type) would be a sum of:

4.15.2.1.1.1. **Meter Rent Per Consumer Per Month for CAPEX Component** – This should be based on:

- a. Total Capital Expenditure quoted by Bidder as per Annexure 17 of RfP less 30% of Total Capital Expenditure quoted by the Bidder towards NSGM Grant (limited to about Rs. 18 crore) less 20% of Total Capital Expenditure quoted by the Bidder towards Funding by Utility (limited to about Rs. 12 crore) for 90,801 consumers
- b. Total Capital Expenditure quoted by Bidder as per Annexure 17 of RfP for additional number of consumers beyond 90,801 consumers over a period of 10 years
- c. Cost of Meter Box and cost towards additional 10% Cables (Service cables and DTR cables) as per Annexure 17 of RfP

and

4.15.2.1.1.2. **Meter Rent Per Consumer Per Month for FMS Cost Component (This would be inclusive of charges towards GIS updation & monthly Cloud usage from the date of Operational Acceptance of a particular lot of Smart Meters till a period of 8 years)** – This should be based on:

- a. Year 1 FMS cost (inclusive of Year 1 charges towards GIS updation & monthly Cloud usage) less 30% of Year 1 FMS cost quoted as per clause 4.15.2.3 limited to about Rs. 1.10 crore for 90,801 consumers
- b. Balance FMS cost (inclusive of balance charges towards GIS updation & monthly Cloud usage from the date of Operational Acceptance of a particular lot of Smart Meters till a period of 8 years) from the date of Operational Acceptance of a particular lot of Smart Meters till a period of 8 years for 90,801 consumers
- c. FMS cost (inclusive of charges towards GIS updation & monthly Cloud usage) for the project for additional number of consumers beyond 90,801 consumers (i.e. $1,20,964 - 90,801 = 30,163$ consumers)

4.15.2.2. **Total Capex** - Cost of all hardware, software, services, operation, maintenance, recurring costs, taxes, duties, levies, cess and all other costs that contribute to the installation, operation and maintenance of the Project. Price quoted should clearly mention the basic cost/ unit price, Goods and Service Tax (GST) and any other taxes/duties/levies. For any other taxes/duties/levies please specify the nature and rate of tax with proof. The rate of claimed taxes shall be mentioned by the bidder at the time of submission of the technical bid.

4.15.2.3. **Year 1 FMS cost of the Project** for 90,801 consumers. Price quoted should clearly mention the base price and GST.

4.15.3. Financial Bid will be evaluated on the basis of Sum (i.e. Total) of Meter Rent for all types of meters for 96 months (*Meter Rent for a particular type of meter = Meter Rent Per Consumer Per Month for a particular type of meters x no. of a particular type of meters x 96 months*) inclusive of all taxes/duties/levies. However, GST and other cess would be paid based on the invoices raised by the bidder at applicable rates on the date(s) of payment. However, funding of GST would be as per the methodology given in clauses 3.2.2, 3.2.3 and 3.2.4.

- 4.15.4. The heads indicated in the financial bid is indicative. Bidder shall add additional heads of equipment, services, etc. as deemed necessary by the Bidder in the Financial Bid.
- 4.15.5. Any link charges before the operation acceptance test shall be in the Bidder's scope.
- 4.15.6. Unit prices (exclusive of all taxes/duties/levies/cess etc.) quoted by Bidder shall be firm and final, and shall remain constant throughout period of execution of the Project and any subsequent contracts, and shall not be subject to any upward modifications.
- 4.15.7. Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, within the scope of work as provided in this RFP, shall be borne by the Bidder with no financial liability on PFCCL/ WESCO.
- 4.15.8. All prices in Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear risk and absorb all costs related to foreign exchange variations during execution of Project.
- 4.15.9. Alternative (alternate technology/ architecture/ design/ functionality or proposals with multiple options) Bids shall be rejected.

4.16. Bid Submission Deadline

- 4.16.1. All Bids shall be electronically submitted and physically received by PFCCL no later than the Bid Submission Deadline indicated in Section 2 of this RFP.
- 4.16.2. Any bid received by PFCCL after the Bid Submission Deadline prescribed by PFCCL shall be rejected and returned unopened to the Bidder.
- 4.16.3. PFCCL may, at its discretion, extend this Bid Submission Deadline by amending the RFP at any time prior to opening of the Bids, in which case all rights and obligations of PFCCL and the Bidders shall thereafter be subject to the deadline as extended.

4.17. Bid Validity

- 4.17.1. The offer submitted in the Bid by the Bidding Consortium shall be valid for a period of 6 Months from the submission of the Bid. The bid security shall be valid for 120 days beyond the end of validity period of the bid. This shall also apply if the period of the bid validity is extended.
- 4.17.2. All such offers, and terms and conditions set forth in this RFP shall be valid for the Project Implementing Consortium till the successful completion of the Project as certified by WESCO.
- 4.17.3. In exceptional circumstance, PFCCL may solicit Bidder's consent to an extension of bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required or permitted to modify its Bid.

5. Tender Evaluation Methodology

5.1. Overview Bid Evaluation Process

5.1.1 The Bidding process is designed to select the Project Implementing Consortium through Price discovered as per the Financial Bid.

5.1.2 The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. The Technical Bid shall be submitted as a hard and soft copy to PFCCL, while the Financial Bid shall only be submitted electronically.

5.1.3 First Stage-Fulfilment of Eligibility Criteria

5.1.3.1 The Technical Bids shall be opened by PFCCL and be checked for fulfilment of the Eligibility Criteria of the Bidder or Bidding Consortium.

5.1.4 Second Stage-Technical Evaluation for Project Implementing Consortium

5.1.4.1 The Technical Bids of all Bidders qualifying the Eligibility Criteria shall be scored based on the criteria including but not limited to volume, reliability and timely delivery of similar work done, as outlined in Clause 4.3.1. The bidders scoring more than 70 marks out of 100 as described in technical bid evaluation (Annexure A) shall qualify for the next stage of evaluation.

5.1.5 Third Stage-Opening of Financial Bid

5.1.5.1 Financial Bids of only the technically Qualified Bidders would be opened as per Clause 4.15 and 5.8.

5.1.6 Fourth Stage-Award of Project

5.1.6.1 Qualifying Bidder (the "Successful Bidder") shall be awarded the Project at the Lowest Meter Rent Per Consumer Per Month (L-1) discovered as per Financial Bid.

5.2. Opening of Technical Bids

5.2.1 The Technical Bids shall be opened in presence of all Bidders and their representatives at date and time indicated in Section 2 of this RFP at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001.

5.2.2 The physical submission of the Technical Bids in the sealed envelope shall be opened simultaneously to check for the tender fees and the Bid Security.

5.2.3 The Bids shall be deemed to be under consideration immediately after they are opened and confirmation or receipt of the Tender Fee and Bid Security, and until an official intimation of award or rejection is made to the Bidders.

5.2.4 PFCCL shall then separately evaluate the Bids with respect to the Eligibility Criteria, sufficiency of the submission, as well as other parameters outlined in this RFP.

5.3. Confidentiality

- 5.3.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 5.3.2 Any attempt by a Bidder to influence PFCCL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 5.3.3 If any Bidder, from the time of opening Technical Bids to time of Contract award, wishes to contact PFCCL on any matter related to bidding process, it should do so in writing.

5.4. Clarification

- 5.4.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, PFCCL may, at its discretion, ask any Bidder for a clarification of its Bid.
- 5.4.2 Any clarification submitted by a Bidder that is not in response to a request by PFCCL shall not be considered.
- 5.4.3 PFCCL's request for clarification and the response shall be in writing.
- 5.4.4 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by PFCCL in the evaluation of the Financial Bids.

5.5. Responsiveness of Technical Bid

- 5.5.1 PFCCL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 5.5.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a. Does not meet all the Minimum Technical Specifications; or
 - b. Affects the scope, quality, or performance of the Solution; or
 - c. Limits or is inconsistent with the RFP, PFCCL's rights or the Bidder's obligations;
 - d. If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals; or
- 5.5.3 The entire order, if placed, shall be executed in accordance with Specifications and any other conditions etc.

5.6. Non-Conformities, Errors and Omissions

- 5.6.1 Provided that a Technical Bid is responsive, PFCCL may waive any non-conformity or omission in the Bid.

- 5.6.2 Provided that a Technical Bid is responsive, PFCCL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 5.6.3 Provided that the Technical Bid is responsive, PFCCL will correct arithmetical errors during evaluation of Price Proposals on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of PFCCL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above.
 - iv. Except as provided in (i) to (iii) herein above, PFCCL shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
- 5.6.4 If the Bidder that submitted the Lowest Evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

5.7. Evaluation of Technical Bid

- 5.7.1 All Bids will first be evaluated with respect to Eligibility Criteria given in Clause 4.3.1.
- 5.7.2 All Bids successfully fulfilling the Eligibility Criteria shall be scored based on the parameters as per Annexure A.
- 5.7.3 The Bidders are informed that scores shall be credited only upon satisfactory submission of the necessary documents and certificates provided by clients of the Bidders as per Clause 4.3.1 and 4.14.10.

5.8. Opening of Financial Bid

- 5.8.1 At the completion of the technical evaluation, PFCCL shall intimate the successful Implementing Consortia for opening of Financial Bids of the Qualifying Consortia.
- 5.8.2 Financial Bids shall be opened in the presence of authorized representatives of all technically qualified consortia at the date and time indicated in Section 2 of this RFP at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001. The Bidders would be asked to participate in the Reverse Auction process, if undertaken, as per the Terms and Conditions provided in Annexure B.
- 5.8.3 The successful bidder would be the one with lowest Sum (i.e. Total) of Meter Rent for all types of meters for 96 months (Meter Rent for a particular type of meter = Meter Rent Per Consumer Per Month for a particular type of meters x no. of a particular type of meters x 96 months) (L-1) as per the Financial Bid (Annexure-17).
- 5.8.4 In case of more than one bidder are at L1 price, the contract shall be awarded to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
- 5.8.5 If still more than one bidder qualifies, the contract shall be awarded to the bidder quoting L1 price and having highest Average Annual Turnover (i.e. Average of best Three Financial Years out of the last five (5) Financial Years i.e. FY 2015-16 onwards).

5.9. Award of Contract

- 5.9.1 WESCO shall present the Letter of Award to the Successful Bidder and invite the Performance Security for project Implementation in order to sign a Contract (the "Contract") to implement the Project.
- 5.9.2 At the time the Contract is awarded, the quantity indicated in the BoQ of the Financial Bid shall not be modified.
- 5.9.3 Prior to expiration of the period of Bid validity, PFCCL shall notify the successful Bidder, in writing, that its Bid has been accepted subject to approval of WESCO.
- 5.9.4 Until a formal Contract is prepared and executed, the notification of award issued by WESCO shall constitute a binding Contract.
- 5.9.5 Promptly after notification, PFCCL, on directions of WESCO, shall send to the successful Bidder the Agreement for implementation of the Project to be signed with WESCO.
- 5.9.6 Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to WESCO. If Agreement has not been signed within 14 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of Performance Security for Project Implementation amount will be recovered from the firm by WESCO which will be calculated from due date of signing of agreement till the actual date of signing of the agreement.
- 5.9.7 The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its Technical Bid) shall be available for the respective proposed work requirement, anytime during the duration of the Project, till its successful completion. If due to any circumstances the key staff is not available for the project, a similar experienced key staff will be replaced with approval of WESCO.
- 5.9.8 Within fourteen (14) days of receipt of notification of award from WESCO, the successful Bidder shall furnish the Performance Security for Project Implementation as per clause 6.21.1.1, using for that purpose the format of Performance Security given in Annexure 14. If this Performance Security has not been submitted within 14 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of this Performance Security amount will be recovered from the firm by WESCO which will be calculated from due date of submission of Performance Security till the actual date of submission of Performance Security.
- 5.9.9 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event WESCO may award the Contract to the next successful Bidder whose offer is responsive.
- 5.9.10 Prior to opening of Financial Bid, PFCCL may ask the technically qualified bidders to demonstrate their interoperability solutions through use cases as per the requirements provided in Annexure D on a specified date. The bidders should be able to successfully demonstrate integration of their NIC/Communication module with meters of at least 3 manufacturers in India till HES and/or MDMS.

6. General Conditions of Contract

6.1. Contract Documents

- 6.1.1. Subject to the order of precedence set forth in the RFP, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

6.2. Interpretation

In this Contract unless a contrary intention is evident:

- 6.2.1. WESCO, the Bidder, and the Project Implementing Consortium shall individually be referred to as “Party” and collectively as “Parties.”
- 6.2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;
- 6.2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 6.2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 6.2.5. A word importing a gender includes any other gender;
- 6.2.6. A reference to a person includes a partnership and a body corporate;
- 6.2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 6.2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which has a corresponding meanings;
- 6.2.9. In the event of an inconsistency between the terms of the RFP, Bid document and the subsequent Contract, the terms of this RFP hereof along with the clarifications to the Queries of the Bidders and any Amendments issued subsequently shall prevail.
- 6.2.10. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable WESCO to determine that the products are equivalent to those named.

6.3. Entire Agreement

- 6.3.1. This RFP constitutes the entire agreement as a part of the Contract between Parties supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

6.4. Amendment

6.4.1. No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of both WESCO and the Project Implementing Consortium thereto.

6.5. Waiver

6.5.1. Subject to Clause 6.5.2 below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

6.5.2. The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as :

- a. A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b. A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c. Any waiver of a Party's rights, powers, or remedies under Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

6.6. Severability

6.6.1. If any provision or condition of Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect validity or enforceability of any other provisions and conditions of Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

6.7. Language

6.7.1. The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and WESCO, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.

6.7.2. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation. The Contractor shall be bound to the English translation and what has been stated therein.

6.8. Consortium

6.8.1. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process

and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered.

6.8.2. Without prejudice to Clause 6.8.1, for the purposes of fulfilment of its obligations as laid down under the Contract where WESCO deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between WESCO and the Consortium and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.

6.8.3. All payments shall be made by WESCO in favor of Lead Consortium Member.

6.9. Notices

6.9.1. All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

6.9.2. If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the Party to whom the notice is meant and sent for.

6.9.3. All notices under this contract shall be sent to or delivered to the nodal person as specified by the Parties.

6.9.4. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

6.10. Governing Law

6.10.1. The Contract shall be governed by and interpreted in accordance with laws of the India. The Courts of state capital shall have exclusive jurisdiction in all matters arising under this Contract.

6.11. Settlement of Disputes

6.11.1. WESCO and the Contractor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

6.11.2. If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in section 6.11.

6.11.3. All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided. The arbitration shall be conducted by three arbitrators, one each to be

nominated by Contractor and Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act.

6.11.4. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be decided later at the time of signing of Contract Agreement with the successful bidder.

6.11.5. The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

6.11.6. The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put for the purpose of obtaining the said decision.

6.12. Corrupt Practices

6.12.1. WESCO requires Bidders, Suppliers, and Contractors to observe the highest standard of ethics during the execution of such contracts.

6.12.2. The following definitions apply:

“Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of WESCO designed to influence the action of any party in a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

6.12.3. PFCCL/ WESCO will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

6.12.4. After award of contract if it comes to knowledge of WESCO that the Supplier has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, WESCO shall forthwith terminate Contract as per provisions of Clause 6.40.

6.13. Scope of Work

6.13.1. The goods and services to be provided by the Contractor to WESCO including but not limited to supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services (the “Solution”)

are provided in Volume II of this RFP and subsequent details regarding the Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) are provided in Volume-II of this RFP.

6.13.2. At the time of awarding the contract, WESCO shall specify any change in the Scope of Work. Such changes may be due for instance, if the quantities of supply and Related Services are increased or decreased at the time of award.

6.13.3. Unless otherwise stipulated in the Contract, Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from Contract as being required for comprehensive, successful and satisfactory implementation of the Solution as if such items were expressly mentioned in Contract.

6.13.4. All Goods and Related Services to be performed under the Scope of Work shall first be documented, detailed, designed, and specified for approval of WESCO. The Contractor shall dispatch and/ or commence implementation of the Solution only after written dispatch approval/ clearance of WESCO. In case of any amendments suggested by WESCO, the Contractor shall document the amendments and re-submit for WESCO's approval.

6.13.5. During the contract period, a monthly project report shall be furnished to PFCCL/ WESCO within first 7 days of the calendar month. It shall contain project related progress and other information in a pre-agreed format.

6.14. Delivery

6.14.1. Subject to provision in Clause 6.39, the completion of implementation of the Solution by the Contractor shall be in accordance with the Implementation Schedule as specified in Annexure E. The Contractor shall furnish all the details of shipping and other documents to PFCCL/ WESCO.

6.15. Contractor's Responsibilities

6.15.1. The Contractor shall successfully implement the Solution as per the Scope of Work provided in Volume II of this RFP, and Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) provided in Volume-II of this RFP.

6.16. WESCO's Responsibilities

6.16.1. WESCO to provide the following support to the Contractor:

- a. Provide free of cost information/data, or arrange for such information as may be required by the Contractor to provide its services
- b. Provide all required data to Contractor to extent possible to identify all consumers connected on identified Sub-stations and feeder lines of AMI Project Area
- c. WESCO may provide on Contractor's request, particulars/ information/ documentation that may be required by the Contractor for proper planning and execution of Scope of Work under this Contract
- d. Necessary support in framing specifications for the AMI Infrastructure
- e. Whenever implementation of any component of the Solution requires that Contractor obtain permits, approvals, and import and other licenses from local

- public authorities, WESCO shall, if so required by the Contractor, make its best effort to assist Contractor in complying with such requirements in a timely and expeditious manner.
- f. Obtaining regulatory approvals from relevant Govt. organizations
 - g. Bear all statutory charges like the fee to be paid along with the applications/ petitions to be filed before the regulator, other agencies, stamp papers, affidavits, registration fee, agreements or contracts as also any expenditure towards any law suits etc., if any, and Contractor shall in no way be responsible to bear either the charges or put in any extra effort in order to assist WESCO in such activities relating to such law suits
 - h. Provide necessary support to Contractor, as may be required, in relation to (amongst others) access to WESCO's/ consumers premises, installation of AMI infrastructure, repair and maintenance services, signing of ownership and license agreements with the WESCO's / consumers
 - i. Share all documents related to energy consumption of AMI Infrastructure
 - j. Provide necessary permission and isolations to carry out civil foundation, electrical wiring, mechanical fitment and other related activities to install and/ or replace AMI Infrastructure;
 - k. Allow Contractor's experts and/or O&M staff to work in Project Area during Term of Contract
 - l. Allow Contractor to use existing power and water supply and necessary equipment required for civil construction (if applicable)
 - m. Not move, remove, modify, alter, or change the Equipment or any part thereof of the equipment in the boundary of the AMI Infrastructure installed by the Contractor without the prior written approval of Contractor. WESCO shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by Contractor
 - n. Ensuring Quality of Supply and Maintenance of Power Supply System in Project Area. Provide power supply required for performance of the Project activities and for installation, testing and operation of the AMI Infrastructures.
 - o. Review and approval of the Contractor's designs, drawings, survey reports & recommendations, approval of test procedures, training plans & Manuals.
 - p. Participation in and approval of "Type" tests as well as factory and site acceptance tests
 - q. Providing support and access to facilities at sites, including consumer premises
 - r. Arranging for necessary shutdowns and work permits & obtaining requisite statutory clearances and/or approvals as required for project work
 - s. Providing available details of the consumer indexing and informing Contractor of any changes in network during project installation and maintenance period
 - t. Contractor has to arrange office space on its own in Rourkela and bear expenses and WESCO will not bear any liability for the same. However, space for material storage would be provided by WESCO at no extra cost for storing supplied equipment in respective areas where project work is in progress.
 - u. Work with Contractor to ensure that FMS staff of Contractor would get all required assistance in carrying out the FMS activities for the Project
 - v. Replace or repair existing equipment (other than AMI Infrastructures), like poles, cables, transformers etc. wherever necessary to make AMI Infrastructure operational and/ or safe from hazards and maintain all portions of facilities, that are not included in Contractor's scope of maintenance, in proper working

condition

- w. Correct any irregularity the cause of which has been brought to its attention by Contractor
- x. No extra cost shall be paid by WESCO in case of delayed beyond the stated completion period

6.16.2. The person designated by WESCO to act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Contractor would be decided later at the time of signing of contract agreement with the successful bidder. That person or any other person designated by WESCO shall approve all such documents within 30 working days.

6.16.3. WESCO will provide support on a list of items and services as mentioned in section 2.6 of Volume II of this RFP.

6.16.4. The Contractor will not use the documents/ information and other data received from WESCO for any other purpose and the same will not be disclosed to any other person except to the extent required and utmost secrecy will be maintained

6.16.5. Wherever relevant data/ input required for project, is not available from WESCO, suitable assumptions would be made by Contractor under intimation to WESCO.

6.16.6. The Contractor will be given a prior notice of two (02) working days for attending any meeting/ discussion/ hearing etc.

6.17. Contract Price

6.17.1. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 6.20.

6.17.2. Prices charged by the Contractor for the Solution performed under the Contract shall not vary from the prices discovered as per Financial Bid as per clause 4.15 and 5.8, with the exception of any price adjustments authorized in the RFP.

6.17.3. Prices shall not be subject to any upward/ downward revision on any account whatsoever throughout the period of contract, with the exception of any price adjustments authorized under clause 6.20 and 6.31.

6.18. Terms of Payment

6.18.1. The Contract Price shall be paid in the manner specified in the RFP. No invoice for additional work/change order on account of change order will be submitted by the Contractor unless the said additional work/ change order has been authorized/ approved by WESCO in writing.

6.18.2. The Contractor's request for payment shall be made to a person identified by WESCO at the time of signing of contract agreement with the successful bidder in writing,

accompanied by invoices describing, as appropriate, the relevant component of the Solution performed, accompanied by the documents submitted pursuant to Contractor's responsibilities.

6.18.3. All payments shall be made by WESCO in favor of Lead Consortium Member.

6.18.4. The release of payments shall be progressive and performance/ output-based as per the Payment Schedule in Clause 6.19, where the payments shall be made for measured deliverables and outputs on acceptance by WESCO.

6.18.5. The Project Implementing Consortium shall obtain sign-off for each milestone completed from WESCO and raise invoice against the same.

6.18.6. Payments shall be made promptly by WESCO, no later than fifty (50) days after submission of an invoice or request for payment by Lead Consortium Member, and WESCO has accepted it. No interest shall be paid by WESCO on delayed payments.

6.18.7. Power to withhold: Notwithstanding anything contained in the Payment Schedule mentioned below, if in the opinion that Project Implementing Consortium is deficient in any manner in comparison to the prescribed standards, WESCO shall be at liberty to withhold a reasonable portion of the payments due to the Contractor, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of WESCO under this Contract.

6.18.8. If any excess payment has been made by WESCO due to difference in quoted price in proposal and Contractor's invoice, WESCO may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.

6.18.9. The currency in which payment shall be made to the Contractor under this contract is Indian Rupees (INR).

6.19. Payment Schedule

6.19.1. Payment of Meter Rent Per Consumer Per Month for a particular lot of meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months.

6.19.1.1. While making payment of Meter Rent, FMS period for a particular lot of meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months.

6.19.1.2. Total FMS Cost for the entire duration of the project should be minimum 20% of the Total CAPEX.

6.19.2. The payment terms for NSGM Grant (i.e. 30% of Total Capital Expenditure for 90,801 number of consumers, limited to Rs. 18 crore) and Utility's Contribution (i.e. 20% of Total Capital Expenditure for 90,801 number of consumers, limited to Rs. 12 crore)

are given below:

S No	Milestone	Payment (% of (NSGM Grant towards CAPEX i.e. excluding Year 1 FMS Cost + Utility's Contribution))
1	Acceptance of Letter of Award (LoA), submission of Performance Security for project implementation as per clause 6.21.1.1, execution of Agreement between WESCO and the Contractor and approval of survey reports of the entire project area.	5%
2	i. Delivery of first lot of 5% of total quantity of smart meters with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT) including GIS for equivalent area. ii. The quantity may vary depending upon the electrical control area to be covered under this pilot scheme to be decided in consultation with WESCO.	30% of Total Cost as per Schedule B of Price Bid
3	i. Site installation and integration of first lot of 5% of total quantity of smart meters with related hardware, software and equipment and successful completion of Field Installation and Integration Test (FIIT). ii. The quantity may vary depending upon the electrical control area to be covered under this pilot scheme to be decided in consultation with WESCO.	30% of Total Cost as per Schedule C of Price Bid
4	i. Delivery of smart meters along with related hardware, software and equipment etc at Project site after Factory Acceptance Test (FAT). ii. The payment shall be released on lot basis considering delivery of each of 9 lots of having 10000 smart meters in each lot and the balance no. of smart meters in the 10 th lot with related hardware, software & equipment including GIS for equivalent area. iii. However, payment against delivery of subsequent lot would be released only after successful installation, integration and completion of Field Installation and Integration Test (FIIT) of meters delivered against the previous lot site including GIS for equivalent area	40% of Total Cost as per Schedule B of Price Bid
5	i. Payment on lot basis on site installation and integration of each of 9 lots of having 10000 smart meters in each lot and the balance no. of smart meters in the 10 th lot with related hardware, software & equipment and successful completion of Field Installation and Integration Test (FIIT) of each lot.	40% of Total Cost as per Schedule C of Price Bid
6	Installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance test (SAT)	15%
7	3 months of Successful operation of AMI System as per SLA/ Guaranteed Performance Test (GPT) and operational acceptance.	10%
	Total	100%
8	Charges towards 30% of Year 1 FMS Cost (i.e. NSGM Grant Component towards Year 1 FMS Cost)	On Quarterly basis for four (4) quarters after Operational Acceptance of the entire project.

6.19.3. Bidder to provide cyber security audit of complete system from Cert-In certified agencies at end of each Financial Year

6.20. Taxes and Duties

6.20.1. For goods supplied from outside India, Contractor shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside India.

6.20.2. For goods supplied from within India, the Contractor shall be entirely responsible for all the taxes, duties, license fees, other levies/ cess etc., incurred until the complete implementation of the Solution for WESCO.

6.20.3. The following may be noted regarding applicability of taxes, duties, cess etc.

- a) GST and Cess as applicable will be paid extra to the Contractor based on the invoices raised by the Contractor at applicable rates on the date(s) of payment. However, funding of GST would be as per the methodology given in clauses 3.2.2, 3.2.3 and 3.2.4.
- b) The amount and percentage (%) of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.
- c) The Contractor should charge GST in Invoice at the rate applicable at the time of raising the invoice. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Contractor.
- d) However, any refund received by the Contractor on account of GST charged from the WESCO; such refund shall have to be passed on to WESCO, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Contractor. Further, WESCO has a right to recover the amount of GST along with penal interest if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.
- e) In case, Government revises rate of GST rate / Code during the tenure of the contract, the provision of WESCO's statutory variation clause 6.20.5 shall apply.
- f) In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to WESCO and the Contractor should inform such changes to WESCO from time to time.
- g) The Contractor has to provide their GST Registration No. It is mandatory. Offer without GST Registration No. will be out rightly rejected.
- h) It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

6.20.4. Contractor shall provide a copy of all paid tax challans/ receipts to WESCO for record.

- 6.20.5. Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the Contractor's offer if it takes place within the original contractual delivery date will be to WESCO's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to WESCO.
- 6.20.6. Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to WESCO for reasons associated with non-compliance/ incorrect compliance by Contractor, WESCO shall be entitled to recover such amount from Contractor by way of adjustment from any of subsequent invoices submitted by Contractor to WESCO. In addition to the amount of GST, WESCO shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on WESCO for incorrect/wrong availment of Input Tax Credit. WESCO shall determine whether the denial of credit is linked to non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on Contractor.
- 6.20.7. Income tax at source will be deducted by WESCO as per applicable law and regulation and TDS certificate shall be issued to Successful Bidder by WESCO.

6.21. Performance Security

6.21.1. The Contractor shall

- 6.21.1.1. Within fourteen (14) days of the notification of Contract award, provide a Performance Security to WESCO in the form of an irrevocable Bank Guarantee valid up to a period of 6 months from date of completion of eight (8) year FMS period from the date of operational acceptance of the project or extended thereafter to the tune of $10\% \times \text{Total Meter Rent Per Consumer Per Month} \times \text{Total number of consumers for which the Bidder has quoted Meter Rent} \times 96 \text{ months}$ for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in Annexure 14. If Contract Performance Security has not been submitted within 30 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of Performance Security amount will be recovered from firm which will be calculated from due date of submission of Performance Security till the actual date of submission of Performance Security.

6.21.2. The above Performance Security shall be extended time to time.

6.21.3. Payments as per clause 6.19 shall be made to the Contractor only after receipt of the respective Performance Security by WESCO.

6.21.4. WESCO shall at its sole discretion invoke respective Performance Security and appropriate amount secured there under, in the event that Contractor commits any delay or default in implementation of the Solution during contract period (including FMS period) or commits any other breach of the terms and conditions of the Contract.

6.21.5. The Performance Security shall be discharged by WESCO and returned to the

Contractor as per the following:

- 6.21.5.1. not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty and FMS obligations, unless specified otherwise in the RFP.
- 6.21.6. In case of any delay by the Contractor in performing the activities of the Scope of Work with respect to the Project Execution Timeline, then upon WESCO's request, the Contractor shall extend the validity of the original Performance Security for the period for which the contract is extended.

6.22. Intellectual Property

- 6.22.1. WESCO shall own and have a right in perpetuity to use all newly created Intellectual Property which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to WESCO and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of WESCO. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor assigns those Intellectual Property Rights to WESCO on creation.
- 6.22.2. Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of goods supplied / installed by the Contractor, the same shall be acquired in the name of WESCO, and the same may be assigned by WESCO to the Contractor solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of WESCO.
- 6.22.3. Contractor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and Contractor shall keep WESCO indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by Contractor or its personnel during the course of performance of Related Services. In case of any infringement by Contractor, the Contractor shall have sole control of defense and all related settlement negotiations
- 6.22.4. Subject to Clause 6.23, the Contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Contractor that existed before the

effective date of the contract.

6.23. Confidential Information

- 6.23.1. Both Contractor and WESCO undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.
- 6.23.2. After the entering of the Contract, WESCO and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its subcontractor such documents, data, and other information it receives from WESCO to the extent required for the subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
- 6.23.3. WESCO shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from WESCO for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 6.23.4. The obligation of a Party under Clauses 6.23.1 and 6.23.2 above, however, shall not apply to information that:
- a. WESCO or Contractor need to share with the institutions participating in the financing of the Contract;
 - b. now or hereafter enters the public domain through no fault of that Party;
 - c. can be proven to have been possessed by that Party at time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
 - d. Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 6.23.5. The above provisions of this Section 6.23 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 6.23.6. Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-contractors.
- 6.23.7. The provisions of this Clause 6.23 survive completion or termination, for whatever reason, of the Contract.

6.24. Subcontracting

6.24.1. Bidders can use credentials of Sub-Contractors subject to condition that a Sub-Contractor cannot participate as Bidder/ Consortium Member in bid process. Contractor shall only be permitted to change/ replace subcontractor(s) after seeking prior approval of WESCO.

6.25. Conflict of Interest

6.25.1. The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

6.25.2. WESCO considers a conflict of interest to be a situation in which a Party has interests that could improperly influence that Party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

6.25.3. The Contractor for WESCO cannot participate in the bidding process or be appointed as a consultant or a third-party inspection agency for the same Project.

6.25.4. If the Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, the WESCO may choose to terminate this contract as per Clause 6.40 of this RFP.

6.26. Specifications and Standards

6.26.1. Technical Specifications and Drawings:

a. The Contractor shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

b. The Goods and Related Services (i.e. AMI system, including hardware & software) supplied under this Contract shall conform to the ~~Latest~~ standards issued by relevant agencies such as Bureau of Indian Standards, Central Electricity Authority and others as mentioned in the Scope of Work, inclusive of revisions. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

6.26.2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by WESCO and shall be treated in accordance with Clause 6.38.

6.26.3. Whenever new specifications, codes and revisions are issued during the period of the contract, the Contractor shall attempt to comply with them, provided that no additional expenses are charged to the WESCO.

6.27. Packing and Documents

- 6.27.1. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. WESCO not be responsible in any manner for any loss or damage caused to the Goods during Transit.
- 6.27.2. The packing, marking and documentation within & outside the packages shall comply strictly with best practices including such special requirements as shall be expressly provided for in Contract and in any other instructions ordered by WESCO.

6.28. Insurance

- 6.28.1. The Goods supplied under the Contract shall be fully insured by the Contractor, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the RFP.

6.29. Transportation

- 6.29.1. The Contractor shall at its own risk and expense transport all the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- 6.29.2. Unless otherwise provided in Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Contractor's Equipment.
- 6.29.3. Upon dispatch of each shipment of Contractor's Equipment, Contractor shall notify WESCO in writing, fax or e-mail of description of Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Project Site. The Contractor shall furnish WESCO with relevant shipping documents to be agreed upon between the parties.
- 6.29.4. The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Contractor's Equipment to the Project Site. WESCO shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless WESCO from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Contractor's Equipment to the Site.

6.30. Inspection and Tests

- 6.30.1. The Contractor shall at its own expense and at no cost to WESCO or its designated representatives carry out all such tests and/or inspections of to ensure that the Goods and Related Services are complying with the functional parameters, codes and

standards specified in the Scope of Work, to the satisfaction of WESCO or its designated representatives.

- 6.30.2. The inspections and tests may be conducted on the premises of the Contractor, at point of delivery, and/or at the final destination of the Goods, or in another place in India as per the requirement. Subject to Clause 6.30.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to WESCO or its designated representatives.
- 6.30.3. WESCO or its designated representatives shall be entitled to attend tests and/or inspections referred to in Clause 6.30.2, provided that WESCO or its designated representatives bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 6.30.4. Whenever Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including place and time to WESCO or its designated representatives.
- 6.30.5. WESCO or its designated representatives may require the Contractor to carry out any test and/or inspection to verify that the characteristics and performance of the Goods or Related Services comply with the technical specifications, codes and standards under the Contract, the cost of which shall be borne by the Contractor.
- 6.30.6. The Contractor shall provide WESCO or its designated representatives with a report of the results of any such test and/or inspection.
- 6.30.7. WESCO or its designated representatives may reject any Goods or Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to WESCO or its designated representatives, and shall repeat the test and/or inspection, at no cost to WESCO or its designated representatives, upon giving a notice pursuant to Clause 6.30.4.
- 6.30.8. The Contractor agrees that neither execution of a test and/or inspection of Goods or Related Services or any part thereof, nor the attendance by WESCO or its designated representatives, nor the issue of any report pursuant to Clause 6.30.6, shall release the Contractor from any warranties or other obligations under the Contract.

6.31. Liquidated Damages and Penalty

- 6.31.1. Except as provided under Clause 6.37, if the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, WESCO shall without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of Meter Rent Per Consumer Per Month x Total number of consumers for which the Bidder has quoted Meter Rent x 96 months for each week or part thereof of delay until actual

delivery or performance, subject to a maximum of 10% of Meter Rent Per Consumer Per Month x Total number of consumers for which the Bidder has quoted Meter Rent x 96 months, cumulatively for entire sum of Liquidated Damages across entire contract.

6.31.2. In addition, the Contractor is liable to WESCO for payment of penalty as specified in Volume II of this RFP.

6.31.3. If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Contractor to meet the requirements within thirty (30) days of being informed by WESCO, WESCO shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Security submitted to WESCO.

6.32. Warranty

6.32.1. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

6.32.2. Subject to Clause 6.27.1, the Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

6.32.3. The complete cover warranty shall remain valid for the period of 5 years after operational acceptance of the AMI system by WESCO and for the balance period (post warranty) during Engagement of the Contractor, the Contractor shall provide Annual Maintenance Support to WESCO at no extra cost.

6.32.4. Contractor shall be responsible for comprehensive maintenance of all the equipment and systems supplied & installed under this Contract during 5 years of warranty period + balance three (3) years of FMS period. The Warranty+FMS period shall commence after completion of the project i.e. after Operational Acceptance. There may be some variation during detailed engineering. Contractor will have to make their own assessment of the systems and deploy manpower accordingly. However, it is to be ensured that specified manpower of requisite qualification is deployed.

6.32.5. The Maintenance of the system supplied & installed by the Contractor shall be comprehensive. The Contractor shall be responsible for providing all the spares (cards/modules/accessories etc.) for supplied & installed equipment. The spares shall be provided/ arranged by the contractor at no extra cost to Employer. For early restoration during the emergency condition, if spares are made available by Employer, the same shall have to be replenished by the Contractor within thirty (30) days.

6.32.6. WESCO shall give Notice to Contractor stating nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. WESCO shall afford all reasonable opportunity for Contractor to inspect such defects.

6.32.7. Upon receipt of such Notice, the Contractor shall, within the period specified in the

RFP or stipulated by WESCO, expeditiously repair or replace the defective Goods or parts thereof, at no cost to WESCO.

- 6.32.8. If having been notified, the Contractor fails to remedy the defect within the period of warranty specified; WESCO may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which WESCO may have against the Contractor under the Contract.

6.33. Liability/ Indemnity

- 6.33.1. Contractor hereby agrees to indemnify WESCO, for all conditions & situations mentioned in this clause, in a form and manner acceptable to WESCO. The Contractor agrees to indemnify WESCO and its officers, servants, agents ("WESCO Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. Any negligence or wrongful act or omission by the Contractor or its agents or employees or any third Party associated with Contractor in connection with or incidental to this Contract; or
- b. Any infringement of patent, trademark/copyright or industrial design rights arising from use of the supplied Goods and Related Services or any part thereof.

- 6.33.2. The Contractor shall also indemnify WESCO against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

- 6.33.3. Without limiting the generality of the provisions of this Clauses 6.32.1 and 6.32.2, the Contractor shall fully indemnify, hold harmless and defend WESCO Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which WESCO Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Contractor in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for WESCO a license, at no cost to WESCO, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

6.33.4. Survival on Termination: The provisions of this Clause 6.33 shall survive Termination

6.34. Defence of Claims

6.34.1. If any proceedings are brought or any claim is made against WESCO arising out of the matters referred to in Clause 6.33, WESCO shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in WESCO's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

6.34.2. If the Contractor fails to notify WESCO within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then WESCO shall be free to conduct the same on its own behalf.

6.34.3. WESCO shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

6.35. Limitation of Liability

6.35.1. Except in cases of gross negligence or willful misconduct:

- a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the WESCO; and
- b. The aggregate liability of the Contractor to WESCO, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify WESCO with respect to patent infringement.

6.36. Change in Laws and Regulations

6.36.1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the sites is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

6.37. Force Majeure

6.37.1. The Contractor shall not be liable for delays in performing his obligations resulting from any Force-Majeure cause as referred to and/or defined below.

6.37.2. Force Majeure” shall mean any event beyond reasonable control of Employer or of Contractor, as the case may be, and which is unavoidable notwithstanding reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion; and
- c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

6.37.3. If a Force Majeure situation arises, the Contractor shall promptly and no later than seven (7) days from the first occurrence thereof, notify WESCO in writing of such condition and the cause thereof. Unless otherwise directed by WESCO in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.37.4. The decision of WESCO with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.

6.37.5. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor’s performance of obligation has been delayed to other causes.

6.38. Change Orders and Contract Amendments

6.38.1. WESCO may at any time order the Contractor through Notice in accordance Clause 6.9 (“Change Order”) to make changes within the general scope of the Contract in any one or more of the following:

- a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for WESCO;
- b. Specifications for hardware, software and Related Services;
- c. Quantity variation shall be in line with clause 5.9.2
- d. Method of shipment or packing;
- e. Place of delivery; and
- f. Related Services to be provided by the Contractor.

6.38.2. If any such Change Order causes an increase or decrease in cost of, or time required for the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor’s receipt of WESCO’s Change Order.

6.38.3. No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

6.39. Extensions of Time

6.39.1. If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Clause 6.15 of this RFP, the Contractor shall promptly notify WESCO in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, WESCO shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

6.39.2. Except in case of Force Majeure, as provided in Clause 6.37 or where delay in delivery of Goods or completion of Related Services is caused due to any delay or default of WESCO, any extension granted under Clause 6.39.1 shall not absolve Contractor from its liability to the pay of liquidated damages pursuant to 6.31.

6.39.3. In case, extension of project duration beyond ten (10) years is not agreed upon by WESCO, then the project will be transferred to WESCO at no cost at the end of the project period.

6.40. Termination

6.40.1. Termination for Default:

- a. WESCO may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to Contractor, terminate the Contract in whole or in part:
 - i. if the Contractor fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by WESCO pursuant to Clause 6.39; or
 - ii. if the Contractor, in the judgment of WESCO has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in Clause 6.12, in competing for or in executing the Contract; or
 - iii. if any representation made by the Bidder in the proposal is found to be false or misleading; or
 - iv. if the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as WESCO in its absolute discretion decide) provided in a notice in this behalf from WESCO; or
 - v. as specified in the Service Level Agreement.
- b. In the event WESCO terminates the Contract in whole or in part, pursuant to 6.40.1 (a), WESCO may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to WESCO for any additional costs, Goods and Services for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

6.40.2. **Termination for Insolvency:** WESCO may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy

that has accrued or will accrue thereafter to WESCO.

6.40.3. Termination for Convenience:

- a. WESCO, by Notice of 30 (thirty) days sent to Contractor, may terminate Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for WESCO's convenience, extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- b. If in the above case, the Contractor is directed to discontinue work, the "Drop Dead Fee" would be the payments received by the Contractor and the claims already raised to WESCO plus the sum of all liabilities and expenditure incurred (as approved by WESCO), if any, relating to the assignment, till the point of calling off the assignment.

6.40.4. Consequences of Termination: Upon Termination of the Contract, the Contractor shall:

- a. Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the WESCO ("Exit Plan").
- b. WESCO and along with designated team will review the Exit plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, WESCO will provide a plan for Contractor and it should be adhered by in totality.
- c. The Exit Plan should cover at least the following :
 - i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
 - ii. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
 - iii. Handover list of all IT Assets, passwords at all locations to WESCO.
- d. The Contractor and the Authorized Personnel from WESCO will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

6.41. Assignment

6.41.1. Contractor shall not assign, in whole or in part, their obligations under this Contract.

6.42. Disclaimer

6.42.1. WESCO reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

6.42.2. WESCO reserves the right to accept any proposal deemed to be in the best interest of WESCO.

6.43. Public Disclosure

- 6.43.1. All materials provided to WESCO by the Bidder are subject to Country and WESCO public disclosure laws such as Right To Information (RTI), etc.
- 6.43.2. The Contractor's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless WESCO first gives the Contractor its written consent.

6.44. SLA Audit

- 6.44.1. A designated team/ person from PFCCL/ WESCO will review the performance of Contractor against the SLA each month. The review/ audit report will form basis of any action relating to imposing penalty on or breach of contract of the Contractor.

6.45. Adherence to Safety Procedures, Rules, Regulations and Restriction

- 6.45.1. Contractor shall comply with provision of all laws including labour laws, rules, regulations & notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by WESCO shall be applicable in performance of this Contract and Contractor's Team shall abide by these laws.
- 6.45.2. Access to the Data Centre Sites and WESCO's locations shall be strictly restricted. No access to any person except the essential personnel belonging to the Contractor who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by WESCO shall be allowed entry to the Data Centre Sites and some WESCO's locations. Even if allowed, access shall be restricted to the pertaining equipment of WESCO only. The Contractor shall maintain a log of all activities carried out by each of its personnel.
- 6.45.3. The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement/regulations WESCO's during the execution of the work. WESCO's employees and associates also shall comply with safety procedures/policy.
- 6.45.4. The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 6.45.5. WESCO will be indemnified for all the situations mentioned in this clause in the similar way as defined in Clause 6.35.

6.46. Non-Solicitation of Staff

- 6.46.1. For purpose of this RFP and Contract, all Parties to this Contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of other Party to leave without consent of other during term of this agreement & for an additional period of 180 days after termination.

6.47. Survival

6.47.1. The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

Annexure

Annexure A: Tender Evaluation Methodology

A. Technical Evaluation Methodology

The overall technical evaluation methodology has been provided in the table below.

S.No	Description	Qualifying Criteria	Max Score
1	Manpower Experience	Strength of the team proposed for undertaking the assignment including the qualification, experience and time proposed on field as well as on support & maintenance. (Bidders need to provide names of the team members proposed to be deployed along with their relevant experience and Curriculum Vitae signed by the respective person and counter signed by the Authorized Signatory signing the Bid. PFCCL/ WESCO may ask for suitable substitution in place of the proposed manpower, if it is found that the manpower is not suitable as per the requirements of the assignment)	20
2	Meter Manufacturing Experience	The Bidder or any Consortium Member must have: a. Manufactured and supplied minimum 25,000 nos. (cumulative) AMI Meters and successfully integrated with its own or Third Party software and with the existing system of Indian Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid Or Manufactured and supplied minimum 25,000 nos. (cumulative) AMR Meters along with required hardware, software & other associated accessories etc. and successfully integrated with its own or Third Party software and manufactured and supplied minimum 25,000 nos. (cumulative) Pre-payment Meters as per IS 15884 to Indian Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid	15
3	Experience in Integration with MDM	The System Integration (SI) must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 25,000 consumers (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	10
4	Experience as Cloud Service Provider	Cloud Service Provider (CSP) should have at least two (2) work orders from Central Government / State Government/ PSU /Semi- Government of India in last 7 years (i.e. FY 2013-14 onwards) (In case the Bidder is proposing more than one CSP, then marking would be done based on experience of that CSP which has lower no. of work orders)	10
5	Experience in Communication	The Communication Network Provider (CNP) should have implemented project(s) with at least 25,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC, Ministry of Communication, Govt. of India or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	10
6	Experience as Meter Data Management (MDM) Provider	Meter Data Management Provider (MDMP) should have successfully implemented and integrated with HES for at-least 25,000 (cumulatively) numbers of smart meter/ AMI system in any Indian Power Distribution Utility in last 7 years (i.e. FY 2013-14 onwards) till date of issuance submission of bid.	10
7	Approach & Methodology	Bidder to submit a brief on Approach & Methodology for executing the Project	10
8	Financial Criteria	Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2015-16 onwards) should not be less than INR 100 Cr	15
		Total	100

The technical evaluation parameters have been discussed in detail below:

1. Manpower Experience (20% of Maximum Technical Score)

This evaluates strength of the team proposed for undertaking the assignment including the qualification, experience and time proposed on field as well as on support & maintenance.

The proposed core team shall comprise of the following experts:

Requirement	Criteria	Score
Expert 1: Team Leader/ Project Manager	Expert in AMI Implementation including metering and related aspects, installation and management of smart meters, communication network, last mile connectivity, head end system and MDMS. He should have minimum 10 years of relevant experience.	5
Expert 2	Expert in System Integration covering application software, hardware and network installation, integration design and ability to manage multiple partners with different skill sets in different technology domains. He should have minimum 5 years of relevant experience.	5
Expert 3	Expert in cyber security related aspects covering planning & implementing high level system security requirements, managing data privacy & confidentiality, information flow through adequate authorizations, threat modelling & security testing. He should have minimum 5 years of relevant experience.	5
Expert 4	Expert in communication protocols and in implementing applications using different communication technologies and ensuring communication inter-operability across applications/functionalities. He should have minimum 5 years of relevant experience.	5

Above core team shall not be allowed to be replaced during project execution. In exceptional cases same maybe done with prior approval.

2. Meter Manufacturing Experience (15% of Maximum Technical Score)

Requirement	Criteria	Score
Bidder or any Consortium Member must have a. Manufactured and supplied minimum 25,000 nos. (cumulative) AMI Meters and successfully integrated with its own or Third Party software and with the existing system of Indian Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid Or Manufactured and supplied minimum 25,000 nos. (cumulative) AMR Meters along with required hardware, software & other associated accessories etc. and successfully integrated with its own or Third Party software and manufactured and supplied minimum 25,000 nos. (cumulative) Pre-payment Meters as per IS 15884 to Indian Power Distribution Utility(ies) in the last 7 years (i.e FY 2013-14 onwards) till the date of submission of bid	$\geq 60,000$	15
	$\geq 40,000$ and $< 60,000$	10
	$\geq 25,000$ and $< 40,000$	5

3. Experience as System Integrator (SI) with MDM (10% of Maximum Technical Score)

Requirement	Criteria	Score
The System Integrator (SI) must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 25,000 consumers (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	$\geq 60,000$	10
	$\geq 40,000$ and $< 60,000$	7
	$\geq 25,000$ and $< 40,000$	5

4. Experience as Cloud Service Provider (CSP) (10% of Maximum Technical Score)

Requirement	Criteria	Score
Cloud Service Provider (CSP) should have at least two (2) work orders from Central Government / State Government/ PSU /Semi- Government of India in last 7 years (i.e. FY 2013-14 onwards) (In case the Bidder is proposing more than one CSP, then marking would be done based on experience of that CSP which has lower no. of work orders)	≥ 4	10
	$= 3$	7
	$= 2$	5

5. Experience as Communication Network Provider (CNP) (10% of Maximum Technical Score)

Requirement	Criteria	Score
The Communication Network Provider (CNP) should have implemented project(s) with at least 25,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC, Ministry of Communication, Govt. of India or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid.	>=60,000	10
	>= 40,000 and <60,000	7
	>= 25,000 and <40,000	5

6. Experience as Meter Data Management Provider (MDMP) (10% of Maximum Technical Score)

Requirement	Criteria	Score
The Meter Data Management Provider (MDMP) should have successfully implemented and integrated with HES for at-least 25,000 (cumulatively) numbers of smart meter/ AMI system in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2013-14 onwards) till the date of issuance submission of bid.	>=60,000	10
	>= 40,000 and <60,000	7
	>= 25,000 and <40,000	5

7. Financial Criteria

Requirement	Criteria	Score
Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2015-16 onwards) should not be less than INR 100 Cr. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.	>= Rs 200 Cr	15
	>= Rs 150 Cr and < Rs 200 Cr	10
	>= Rs100 Cr and < Rs 150 Cr	5

Annexure B: Acceptance Form for Participation in Reverse Auction Event

Not Applicable

Annexure C: Format for Deviation Sheet

Not Applicable

Annexure D: Use Cases for Demonstration of Interoperability Solutions

Note for Bidders:

1. The demonstration test setup should include at least one item of each node of the vendor solution
2. The NIC/ Communication Module is assumed to be in place for both the meter as well as the DCU (PLC) / Access Point (RF Mesh)
3. All use cases shall be tested for each meter make

S No	Use Case	Activity	Source	Destination	Info Exchanged with visibility on dashboard
1.	Read Demand & Energy Data Automatically from Customer Premises	Requesting instantaneous, interval & events data from meters	MDM	HES	Meter no, Reading date & time, reading params (KWh, KVAh, KW etc.)
		Acquire instantaneous, interval/ events data from meters by HES which then reaches MDM system.	HES	MDM	Meter no, Reading date & time, reading params (KWh, KVAh, KW etc.)
		At scheduled freq meter sends data to HES (thru DCU/ Access Point). Consumption details will be 15 min block data, and data could be incremental to what was sent by meter in preceding instance	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
		At scheduled freq meter sends billing data to HES (thru DCU/ Access Point.	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
2.	Meter disconnection/ reconnection	Meter Connect/ Disconnect operation	MDM	HES	Meter no, group of meters, instruction to close switch
		Customer meter connection / disconnection	HES	Meter	Meter number, action (reconnect)
		Connection Status Update Request	MDM	HES	Meter no, group of meters, switch status
		Connection Status Update	HES	MDM	Meter no, group of meters, switch status
3.	Utility detects tampering or theft at customer site	Tamper events captured by meter sent to HES which in turn reaches MDM for further action.	HES	MDM	Meter no, tamper Code / description, tamper occurrence date & time
		Meter sending the high priority events to HES as and when occurred	Meter	HES	Meter no, event date & time, event Code /description
		Meter is sending non-critical events data to HES as per scheduled frequency.	Meter	HES	Meter no, event date & time, event Code /description
		On detection of valid tamper event or malfunction, connection is disconnected.	MDM	HES	Customer no, meter no, action to be triggered(disconnect), action date & time
		HES sends disconnect command to meter (thru DCU/ Access Point)	HES	Meter	Meter no, action (disconnect)
		Once pre-programmed disconnecting tamper event	Meter	HES	Meter number, action (connect)

S No	Use Case	Activity	Source	Destination	Info Exchanged with visibility on dashboard
		becomes NORMAL meter performs auto re-connection and send notification to HES			
		HES sends re-connect command to meter (thru DCU/ Access Point)	HES	Meter	Meter no, action (re-connect)
4.	Missed interval readings	Missed Interval and Reads Data (Gap Reconciliation)	HES	MDM	Meter no, readings with date & time
		On identifying missed interval, HES will re acquire data for the missing period from meter	HES	Meter	Meter no, from date & time, to date & time (for which data is missing)
		On receiving data request command from meter, meter will send data to HES	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH
5.	Customer connection has an outage	Outage/restore event recorded by meter is sent to head-end as and when event occurs	Meter	HES	Meter no, event date & time, event (outage/restoration)
		Power Outage Notification (PON)	HES	MDM	Meter no, Outage Date & Time, Power On Off count
6.	Customer connection restore from outage	Power Restoration Notification (PRN)	HES	MDM	Meter no, Restoration Date & Time, Power On Off count
		The outage/restore event recorded by meter is sent to HES as and when event occurs	Meter	HES	Meter number, event date and time, event (outage/restoration)
7.	Remote firmware upgrades/ meter configuration changes	Configuration Commands: Change tariff parameters, Synchronize clock, Registers reset (status, maximum, tampering)	MDM	HES Meter ->	Meter number, tariff parameters, registers status, event type and priority
8.	Load monitoring at demand side	When there is a load violation event recorded in the meter, the information is sent to the CC	Meter	HES	Meter no, max demand, date & time of load violation
9.	New meter installed at site	Energization (Trigger showing meter has energy flowing thru)	MDM	HES	Meter no, Energization date & time
		Meter Read/ commissioning/sync Failures	HES	MDM	Meter no, date of last successful readings received, last logged date & time
10	Time synchronization	Sync up of meters / DCUs/ master data and Network Hierarchy in case of installation of new meters / DCUs	HES	MDM	Network identification info including DCUs
11	Metering network changes	Change in Meter / DCU Network Hierarchy	HES	MDM	Network identification info including data concentrators

Annexure E: Project Implementation Schedule

The project implementation schedule for AMI system establishment and timelines for related services milestones from date of signing of contract are given below:

S. No	Milestone	Timeline (in months) from Date of Signing of Contract
1.	Submission of Baseline Study Report including “As Is” study of existing IT systems prevalent at WESCO and do a gap analysis w.r.t. AMI system to be implemented and submit “To be” report for IT system consolidation for ensuring full benefits of AMI	1
2.	Establishment of Pilot System and Technology for 1 st lot of 5% smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT) including GIS for equivalent area. (Installation of Smart Meters and establishment of back-end IT Infrastructure on cloud network etc.) and successful completion of Field Installation and Integration Test (FIIT)	8
3.	Laying down of Network Backhaul for data transmission from Smart Meters to the Back-End System	10
4.	Delivery of balance smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT) including GIS for equivalent area. Considering delivery, site installation and integration of 8 lots of having 10000 smart meters in each lot and the balance no. of smart meters in the 9 th lot with related hardware, software and equipment after successful completion Field Installation and Integration Test (FIIT) of each lot.	18
5.	Installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance Test (SAT)	20
6.	Successful completion of 3 months of Guaranteed Performance Test (GPT) of the AMI system and Operational Acceptance.	24
7.	Warranty (Defect Liability) Period – 5 years from Operational Acceptance	84
8.	FMS Period – 8 Years from Operational Acceptance	120

Annexure 1: Format of Bank Guarantee for Bid Security

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No.

Bank Guarantee No.

Dated:

To:

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Lead Consortium Member] with address [Insert address of the Lead Consortium Member] having its registered office at [Insert address of the Lead Consortium Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No. SG/Rourkela/SGIA dated ____ (the “RFP”) issued by PFC Consulting Ltd. (hereinafter, the “Employer”) for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha.

And WHEREAS a Bank Guarantee for [Amount] valid [Date] is required to be submitted by the Bidder along with the RFP.

We,[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No.[Insert Bank Guarantee number] dated[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Employer any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Employer on behalf of the Bidder.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Employer in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Employer.

This agreement shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or

variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Employer.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

<i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i>	<i>[Insert signature of the Bank's Authorized Signatory]</i>
<i>Attested</i>	
..... [Signature] (Notary Public)	
Place:	Date:

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Bank which is recognized or notified by the Finance Department, Government of India from time to time
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Annexure 2: Format for Sending Query to PFCCL

[Query may be sent in hard copy to the Nodal Officer of PFCCL, at the below-mentioned address AND/ OR via email]

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Sachin Shukla

General Manager

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Email: sachin_shukla2@pfcindia.com

Sub: Query.

Ref: SG/Rourkela/SGIA dated ____

Dear Sir/ Madam,

Please find below our query with respect to the RFP subject to the terms and conditions therein:

Sr.	RFP Volume (I/II)	Reference Clause No.	Page No.	Concise Query
1.				
2.				
3.				

Thanking you,

Yours Sincerely,
[Insert Signature here]
[Insert Name here]
[Insert Designation here]

Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid

[Covering Letter shall be on the official letterhead of the Lead Consortium Member of the Bidding Consortium]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Sachin Shukla

General Manager

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Bid for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha

Ref: SG/Rourkela/SGIA dated ____

Dear Sir/ Madam,

We, the undersigned *[Insert name of the Lead Consortium Member]* having read, examined and understood in detail the RFP for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha hereby submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the RFP including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by PFCCL, as amended. In token of our acceptance to the RFP, the same have been initialed by us and enclosed to the Bid. We shall ensure that our Consortium shall execute such requirements as per the provisions of the RFP and provisions of such RFP shall be binding on us.

2. Fulfilment of Eligibility

We undertake that we fulfill the Eligibility Criteria stipulated in the RFP and fulfill all the eligibility requirements as the Lead Consortium Member as outlined in the RFP.

3. Bid Security

We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. *[Insert Bank Guarantee Number]* (OR Demand Draft) dated*[Insert date of the Bank Guarantee]* as per Annexure 1 of the RFP from*[Insert name of Bank providing Bid Bond]* and valid up to [Date].

4. No Deviation

We have submitted our Financial Bid strictly as per terms and formats of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by PFCCL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to fulfilling our obligations as per the RFP.

6. Familiarity with Relevant Indian Laws and Regulations

We confirm that we have studied provisions of relevant Indian laws & regulations as required to enable us to submit this Bid and execute RFP Documents, in event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in Clause 6.10 of RFP have been fully examined and considered while submitting Bid

7. Contact Person

Details of the contact person representing our Bidding Consortium supported by the Power of Attorney prescribed in Annexure 6 of the RFP are furnished as under:

Name:
Designation:
Company:
Address:
Mobile:
Phone:
Fax:
Email:

8. We are submitting herewith Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in RFP for your consideration.

9. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP.

10. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from PFCCL.

11. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

12. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one (1) year from the Bid Submission Deadline.

13. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP.

14. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or Associates in the preceding one (1) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by the us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding one (1) year from the Bid Submission Deadline.

15. We confirm that we have not been blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt. undertaking.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Thanking you,

Yours Sincerely,
[Insert Signature here]
[Insert Name here]
[Insert Designation here]

Annexure 4: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s., M/s., AND M/s. for bidding for Tender No. SG/Rourkela/SGIA dated ____ as per its Clause 4.3.2

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party 1**," which expression shall include its successors, executors and permitted assigns);

2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party 2**," which expression shall include its successors, executors and permitted assigns);

3. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party 3**," which expression shall include its successors, executors and permitted assigns);

.

4. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party n**," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered into with WESCO.

Party 1, Party 2, Party 3,... and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS Clause 4.3.2 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by WESCO, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s., M/s., M/s., and M/s. *[the names of all the other Members of the Consortium to be filled in here]*.
2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure** to this Agreement.
3. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at New Delhi shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.
8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to WESCO as stipulated in the RFP. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by WESCO.

10. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.

11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **Annexure** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

12. It is clearly agreed that Lead Consortium Member shall ensure performance indicated in the RFP and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of WESCO.

14. This Consortium Agreement:

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of WESCO.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through WESCO, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of	For M/s. (Party 1)
has been affixed in my/ our presence	<i>[Signature of Authorized Representative]</i>
pursuant to Board Resolution dated
.....	<i>[Name of the Authorized Representative]</i>
	<i>[Designation of the Authorized Representative]</i>

1.1. Witness 1

1.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

2. Common Seal of For M/s. (Party 2)
has been affixed in my/ our presence *[Signature of Authorized Representative]*
pursuant to Board Resolution dated
.....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

2.1. Witness 1

2.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:

Name:

Designation:

Designation:

3. Common Seal of For M/s. (Party 3)
has been affixed in my/ our presence *[Signature of Authorized Representative]*
pursuant to Board Resolution dated
.....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

3.1. Witness 1

3.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:

Name:

Designation:

Designation:

..

N. Common Seal of For M/s. (Party N)
has been affixed in my/ our presence *[Signature of Authorized Representative]*
pursuant to Board Resolution dated
.....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

N.1. Witness 1

N.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:

Name:

Designation:

Designation:

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):

2. Roles and Responsibilities of the Party 2

3. Roles and Responsibilities of the Party 3

.

.

N. Roles and Responsibilities of the Party N

Annexure 5. Format of Power of Attorney by Consortium Member in favor of Lead Consortium Member

[To be provided by each Consortium Member (other than the Lead Consortium Member) in favour of the Lead Consortium Member.]

WHEREAS PFCCL has issued for Tender No. SG/Rourkela/SGIA dated ____ (the “RFP”) for inviting Bids in respect of Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha (the “Project”) on the terms contained in the RFP;

WHEREAS M/s....., M/s., M/s. and M/s. [Insert names of all Members of Consortium] the Members of the Consortium are desirous of submitting a Bid in response to the RFP, and if selected, undertaking the responsibility of implementing the Project as per the terms of the RFP;

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated (the “Consortium Agreement”), entered into between all the Members and submitted along with the Bid to appoint [Insert the name and address of the Lead Consortium Member] as Lead Consortium Member to represent all the Members of the Consortium for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RFP and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s [Insert name of the Lead Member] as the Lead Consortium Member to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, we [Insert name and address of the registered office of the Member 1], [Insert name and address of the registered office of the Member 2],....., [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Consortium Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the RFP issued by PFCCL including signing and submission of the Bid and all documents related to the Bid as specified in the RFP, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which PFCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCL/ WESCO named in the RFP, and providing information / responses to PFCCL/ WESCO, representing us and the Consortium in all matters before PFCCL/ WESCO named in the RFP, and generally dealing with PFCCL/ WESCO named in the RFP in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All terms used herein but not defined shall have meaning ascribed to such terms under RFP.

We, as Members of Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named[Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)
.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes

- a. *The mode of execution of power of attorney should be in accordance with procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
 - b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
 - c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-

Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we*[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium]* do hereby constitute, appoint, nominate and authorize Mr./Ms. *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. SG/Rourkela/SGIA dated ____ for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha (the "Project") issued by PFCCL, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which PFCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCL, and providing information / responses to PFCCL, representing us in all matters before PFCCL, and generally dealing with PFCCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named *[Insert the name of the executant company]* through the hand of Mr./ Mrs.duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
 - b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
 - c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-

Annexure 7: Format of Letter of Consent by Consortium Member reviewing each element of the Bid

[On the letter head of each Member of the Consortium including Lead Member]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Bid for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha

Ref: SG/Rourkela/SGIA dated ____

Dear Sir/ Madam,

We, [Insert name of the undersigned Consortium Member] Member of Consortium Lead by [Insert name of the Lead Consortium Member] have read, examined and understood the RFP and RFP Documents for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha.

We hereby confirm our concurrence with the RFP including in particular the Consortium Agreement and the Bid submitted by [Insert name of the Lead Consortium Member], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name	:
Designation	:
Name of the Company	:
Address	:
Phone Nos.	:
Fax Nos.	:
E-mail address	:

Dated the day of of 20.....

Thanking you,
Yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal]

Business Address:

[Name and address of principal officer]

Annexure 8: Format of Summary of Audited Financial Statements

[On the Official Letterhead of the Chartered Account.]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Sachin Shukla

General Manager

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Audited Financial Statement for [Insert name of Consortium Member].

Ref: SG/Rourkela/SGIA dated ____

Dear Sir/ Madam,

This is to certify that [Insert name of Consortium Member] having its Registered Office at [Insert Registered Address of the Consortium Member] with PAN No. [Insert PAN No.] are in the business of [Insert briefly the nature of the business], have recorded the following Net Worth and Turnovers:

The above Turnovers and Net Worth are arrived from our Audit Reports for the last Five

S.No	Financial Year	Net Worth (In Indian Rs)	Annual Turnover (In Indian Rs)
1.	2015-16		
2.	2016-17		
3.	2017-18		
4.	2018-19		
5.	2019-20		
MAAT (Average of Best Three Financial Years out of the Last Five Financial Years i.e. FY 2015-16 onwards)			
MAAT amount in Words			

Financial Years duly submitted to the Income Tax Department along with our Audit Reports.

Hence we certify from the records submitted to us. Thanking you,

Sincerely yours,

[Official seal of the Chartered Accountant]

Date: [Date]

Place: [Place]

.....
[Insert Name of the Chartered Accountant]

[Insert address and contact information of the Chartered Accountant]

Annexure 9: Record of Similar Work Done

S No	Name of Client Company	Date of PO/ WO	Expected date of completion as per PO/ WO	Actual Date of Completion as certified by Client	No. of Consumers catered to.	No. of nodes (incl. meters, DCUs, etc.)	PO/ WO Value (In INR)	Confirm attachment of PO/ WO	Confirm attachment of satisfactory work completion certificate from Client
1.									
2.									
3.									
4.									
5.									

Annexure 10: Format of Bill of Quantities

A. Supply of Items

S. No.	Particulars	Unit	Total Base Year Quantity	Total Incremental Quantity over a period of 10 years	Total Quantity over a period of 10 years
1	2	4	5A	5B	5C=5A+5B
A.	SMART METERS				
1	Single Phase SMART Meters (5-30 A) (Consumer End) with Modular RF Mesh Module (for installation with each meter)	No.s	33596	11554	45150
2	Single Phase SMART Meters (10-60 A) (Consumer End) with Modular RF Mesh Module (for installation with each meter)	No.s	50395	17332	67727
3	Three Phase SMART Meters (20-100 A) (Consumer End) with Modular RF Mesh Module (for installation with each meter)	No.s	5050	1106	6156
4	Three Phase LT-CT SMART Meters (/5A) (Consumer End) with Modular RF Mesh Module (for installation with each meter)	No.s	431	149	580
5	Single Phase SMART Meters (5-30 A) (at DT) with Modular RF Mesh Module (for installation with each meter)	No.s	283	0	283
6	HT SMART Meters (/5A) (Consumer End) with Modular RF Mesh Module (for installation with each meter)	No.s	99	22	121
7	Three Phase LT-CT SMART Meters (at DT) with Modular RF Mesh Module (for installation with each meter) (Please refer Sheet named "LT-CT SMART Meters (at DT)")	No.s	885	0	885
8	HT SMART Meters (/5A) (at Feeder) (11KV Feeder) with Modular RF Mesh Module (for installation with each meter)	No.s	10	0	10
9	HT SMART Meters (/1A) (at Feeder) (11KV Feeder) with Modular RF Mesh Module (for installation with each meter)	No.s	34	0	34
10	HT SMART Meters (/5A) (at Feeder) (33KV Feeder) with Modular RF Mesh Module (for installation with each meter)	No.s	4	0	4
11	HT SMART Meters (/1A) (at Feeder) (33KV Feeder) with Modular RF Mesh Module (for installation with each meter)	No.s	14	0	14
12	Box for Single Phase SMART Meters (5-30 A)	No.s	33879	11554	45433
13	Box for Single Phase SMART Meters (10-60 A)	No.s	50395	17332	67727
14	Box for Three Phase SMART Meters (20-100 A)	No.s	5050	1106	6156
15	Box for Three Phase LT-CT SMART Meters (/5A)	No.s	1316	149	1465
16	Box for HT SMART Meters (/5A)	No.s	113	22	135
17	Box for HT SMART Meters (/1A)	No.s	48	0	48
18	Data Concentrator Units/ Gateway/ Router for forming RF Mesh Canopy	Lumpsum		1	
19	Additional 10% Cables (Service cables and DTR cables)	Lumpsum		1	
B.	IT INFRASTRUCTURE				
1	IT Infrastructure over cloud & Connectivity, system Integration (Including application License fees) and any other hardware equipment/ software as defined in the Technical Specifications of RfP				
i.	Head End System with Integration	Lumpsum		1	
ii.	Meter Data Management System	Lumpsum		1	
iii.	Android &/ IOS Mobile App and web portal.	Lumpsum		1	
iv.	GIS System (including relevant software) & License including Technical audit of substations and Preparation of digitized network on base map in pre-defined scale with features and attributes of data collected through survey for GIS application.	Lumpsum		1	
v.	System Implementation including integration with Cloud and MDM Integration with Billing & other systems	Lumpsum		1	
C.	SMART GRID CONTROL ROOM INFRASTRUCTURE (Supply & Installation)				
1	Desktops/ Workstation (with UPS, Table, Chair, OS and latest MS Office)	No.s		2	
2	Network LaserJet (B/W) Photo copy, scanning and Printing	No.s		2	
3	A4 Size Inkjet / Bubble Jet printer	No.s		2	
4	A3 Size Inkjet Color Printer/All in one Color laser jet Printer	No.s		1	
5	Work Station with Dual TFT Monitors	No.s		4	
6	NMS System	No.s		1	
7	Antivirus Software/ UTM application	Lumpsum		1	
8	Database Software & Centralised NMS management s/w	No.s		2	

B. Erections of Items

S. No.	Particulars	Unit	Total Base Year Quantity	Total Incremental Quantity over a period of 10 years	Total Quantity over a period of 10 years
1	2	3	4A	4B	4C=4A+4B
1	Single Phase SMART Meters (5-30 A) (Consumer End)	No.s	33596	11554	45150
2	Single Phase SMART Meters (10-60 A) (Consumer End)	No.s	50395	17332	67727
3	Three Phase SMART Meters (20-100 A) (Consumer End)	No.s	5050	1106	6156
4	Three Phase LT-CT SMART Meters (/5A) (Consumer End)	No.s	431	149	580
5	Single Phase SMART Meters (5-30 A) (at DT)	No.s	283	0	283
6	HT SMART Meters (/5A) (Consumer End)	No.s	99	22	121
7	Three Phase LT-CT SMART Meters (at DT)	No.s	885	0	885
8	HT SMART Meters (/5A) (at Feeder) (11KV Feeder)	No.s	10	0	10
9	HT SMART Meters (/1A) (at Feeder) (11KV Feeder)	No.s	34	0	34
10	HT SMART Meters (/5A) (at Feeder) (33KV Feeder)	No.s	4	0	4
11	HT SMART Meters (/1A) (at Feeder) (33KV Feeder)	No.s	14	0	14
12	Box for Single Phase SMART Meters (5-30 A)	No.s	33879	11554	45433
13	Box for Single Phase SMART Meters (10-60 A)	No.s	50395	17332	67727
14	Box for Three Phase SMART Meters (20-100 A)	No.s	5050	1106	6156
15	Box for Three Phase LT-CT SMART Meters (/5A)	No.s	1316	149	1465
16	Box for HT SMART Meters (/5A)	No.s	113	22	135
17	Box for HT SMART Meters (/1A)	No.s	48	0	48
18	Data Concentrator Units/ Gateway/ Router for forming RF Mesh Canopy	Lumpsum	1		

C. Year 1 FMS Cost

S. No.	Particulars	Unit	Total Base Year Quantity
1	2	3	4
1	Year 1 FMS Cost (inclusive of Year 1 charges towards GIS updation & monthly cloud usage)	Lumpsum	90801

D. Details of LT-CT SMART Meters (at DT)

S.No	Transformer Rating (in KVA)	No. of Transformers	No. of Circuit	No. of LT-CT meters at DT Level	CT Ratio
1	1000	6	4	24	800/5
2	630	6	4	24	800/5
3	500	141	3	423	800/5
4	315	33	2	66	400/5
5	250	113	2	226	400/5
6	200	14	2	28	400/5
7	100	274	1	274	200/5
8	63	29	1	29	100/5
9	25	21	1	21	100/5
Total				1115	
No. of LT-CT Meters at DT Level already under implementation				230	
Total No. of LT-CT Meters required at DT Level as per this RfP				885	

Annexure 11: Format of Submission of Financial Bid

[IMPORTANT NOTE: THE FINANCIAL BID SHALL ONLY BE SUBMITTED IN THE ELECTRONIC FORMAT. IT SHALL NOT BE SUBMITTED IN HARD COPY OR AS A PART OF TECHNICAL BID. THE BIDDER SHALL ONLY SIGN AND SEAL THE BLANK FORMAT OF THE FINANCIAL BID FORMAT AS A PART OF THE TECHNICAL BID.]

[On the letter head of each Member of the Consortium including Lead Member]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha

Ref: SG/Rourkela/SGIA dated ____

Dear Sir/ Madam,

We, the undersigned [Insert name of the Lead Consortium Member 'Party 1'] representing [Insert name of the Lead Consortium Member 'Party 2'], [Insert name of the Lead Consortium Member 'Party 3'], ..., and [Insert name of the Lead Consortium Member 'Party n'], having read, examined and understood in detail the RFP for implementation of Smart Grid in Rourkela Smart City in Odisha hereby submit our Financial Bid. We hereby undertake and confirm that:

- A. We have submitted our Financial Bid strictly in accordance with the RFP without any deviations or condition.
- B. Our Financial Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Bid Process Coordinator.
- C. Under no circumstances shall escalation in prices of this Financial Bid be entertained by WESCO whether due to factors within or beyond control or the Bidding Consortium such as change in tax structure, currency value change, etc.
- D. The details quoted herein shall stand valid at least for 12 months from the date of submission of this Financial Bid and for implementation of Project, if awarded, as per the timeframe indicated in the RFP.
- E. Our Quoted Prices are as per the Annexure attached herein (*Bidders to upload the Price Bid in the form of excel sheet as per Annexure 17 as well as submit the duly signed scanned copy of the same*).

Dated the [Insert date of the month] day of [Insert month, year] at
..... [Insert place].

Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

Annexure 12: Format of Contract between WESCO and Project Implementing Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

THIS Contract Agreement (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between:

BETWEEN:

Western Electricity Supply Company of Odisha Ltd. (WESCO) (hereinafter referred to as “WESCO “Party 1” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes), a company incorporated under the Companies Act, 1956, and having its registered office at.....,Dist..... Odisha of the One Part.

AND

M/s.....(Name of the Contractor / Lead Consortium Member), a company incorporated under the laws of..... [Country of incorporation of the Contractor / Lead Consortium Member], with its registered office at..... [Registered address of the Company] (herein after referred to as the “**Contractor**” or “**Lead Consortium Member**” or “**Party 2**” (which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) of the Other Part.

WHEREAS the Odisha Power Transcription Corporation Ltd.(OPTCL) acting as the Nodal Agency appointed PFC Consulting Ltd. to float RFP documents to invite bids for selection of Smart Grid Implementing Agency to execute the project for the ultimate interest of WESCO.

AND WHEREAS PFC Consulting Ltd. (PFCCL) had invited Bids on behalf of OPTCL through RPF (Request for Proposal) for Selection of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha (the “Project”) through Tender No. SG / Rourkela / SGIA dated _____.

AND WHEREAS various Bids were received pursuant to the RFP including the Bid of Contractor / Party No.2.

AND WHEREAS the Contractor has formed a Consortium with the following Consortium Members to Bid in response to the RFP representing it as the Contractor / Lead Consortium Members

1. M/s., a company incorporated under the laws of and having its Registered Office at
2. M/s., a company incorporated under the laws of and having its Registered Office at

3. M/s., a company incorporated under the laws of and having its Registered Office at

4. M/s., a company incorporated under the laws of and having its Registered Office at

AND WHEREAS the Contractor /Party No.2 and through Party No.2 all other members of the Consortium agree to the terms of the RFP in its entirety without any deviation;

WHEREAS the Consortium Members of the Party No.-2 / Contractor have unanimously agreed to be represented by and through the Party No.-2 / Contractor in all respect, for all intents and purposes and have fully authorised the Party No.-2 to enter into this agreement and act on their behalf in all respects without any right on their part.

AND WHEREAS the Consortium Members are collectively represented by and through the Lead Consortium Member / Contractor for all intents and purposes and the Lead Consortium Member / Party No.-2 /Contractor has been selected as the Project Implementing Agency to implement the Project with in the sum of(Input the price of the Contract here) (hereinafter **“the Contract Price”**).

WHEREAS all members of the Consortium fully represent through the Contractor and the Contractor shall alone be responsible for fully implementing the project and be responsible for all acts of commission and omission in performance of the terms of this agreement.

AND WHEREAS WESCO and the Contractor are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party.”**

AND WHEREAS in pursuance of having accepted the said bid of Party No.2 the Party No.1 and Party No.2 have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The words and expressions in this Agreement shall have the same meanings as are respectively assigned to them in the RFP.
2. OPTCL and PFCCL shall not be considered as or construed party to this agreement in any respect and for any purpose.
3. All contents of the RFP and subsequent Bid submitted by the Contractor / Lead Consortium Member (the “Contract Documents”) shall to the extent as accepted by the Nodal Agency be deemed to form and be read and construed as a part of this Agreement.
4. In consideration of the payments to be made by WESCO / Party No.1 to the Contractor / Party No.2 as indicated in the Contract documents and the Contract price the Contractor / Party No.2 hereby covenants with WESCO to provide all the services / Solution and perform all the obligations under the provisions of the RFP

documents fully in all respects and to remedy the defects therein and bring them in order / all respects in conformity with the provisions of the Contract Documents.

5. WESCO hereby covenants to pay the Contractor / Party No.2 in consideration of the provision of the Contract and performance of all obligations thereunder undertaken by the Contractor and of the Solution and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract Document at the times and in the manner prescribed in the Contract Documents.

IN WITNESS WHEREOF, the Contractor / Party No.2 and WESCO / Party No.1 have executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of WESCO has been affixed in my/ our presence pursuant to Board Resolution dated

For WESCO

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

1. Common Seal of [Name of the Contractor / Lead Consortium Member], has been affixed in my / our presence pursuant to Board Resolution dated

For M/s.....

[Name of the Lead Consortium Member],

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

WITNESS:

1. (Name).....
.....
Designation.....

(Signature of witness)

2. (Name).....
.....
Designation.....

(Signature of witness)

Attested:

.....
[Signature]
(Notary Public)

Place:

Date:

Annexure 13

Not Applicable

Annexure 14: Format of Bank Guarantee to be provided by Selected Bidder

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No. Bank Guarantee No. Dated:
.....

To:
[Employer]
[Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Lead Consortium Member] with address [Insert address of the Lead Consortium Member] having its registered office at [Insert address of the Lead Consortium Member] (hereinafter, the "Contractor"), subsequent to participation in Tender No. SG/Rourkela/SGIA dated ____ (the "RFP") issued by PFCCL on behalf of WESCO (hereinafter, the "Beneficiary") for Appointment of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City in Odisha, have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees [Insert amount in words equivalent to 10% of Total Meter Rent Per Consumer Per Month x Total number of consumers for which the Bidder has quoted Meter Rent x 96 months] [Insert amount in figures] valid till..... [Insert 6 months from date of completion of eight (8) year FMS period from the date of operational acceptance of the entire project] is required to be submitted by the Contractor as per the terms and conditions of the RFP.

We,.....[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No.[Insert Bank Guarantee number] dated[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees [Insert amount in words] (.....) [Insert amount in figures] to the said Beneficiary on behalf of the Contractor.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees [Insert amount in words equivalent to 10% of Total Meter Rent Per Consumer Per Month x Total number of consumers for which the Bidder has quoted Meter Rent x 96 months]. Our Guarantee shall remain in force till [Insert date 6 months from the date of completion of eight (8) year FMS period from the date of operational acceptance of the entire project]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before..... [Insert date 6 months from the date of completion of eight (8) year FMS period from the date of operational acceptance of the project], all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]

Attested:

..... [Signature] (Notary Public)

Place: Date:

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Bank which is recognized or notified by the Finance Department, Government of India from time to time
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Annexure 15: Format of Bank Guarantee for Advance Payment

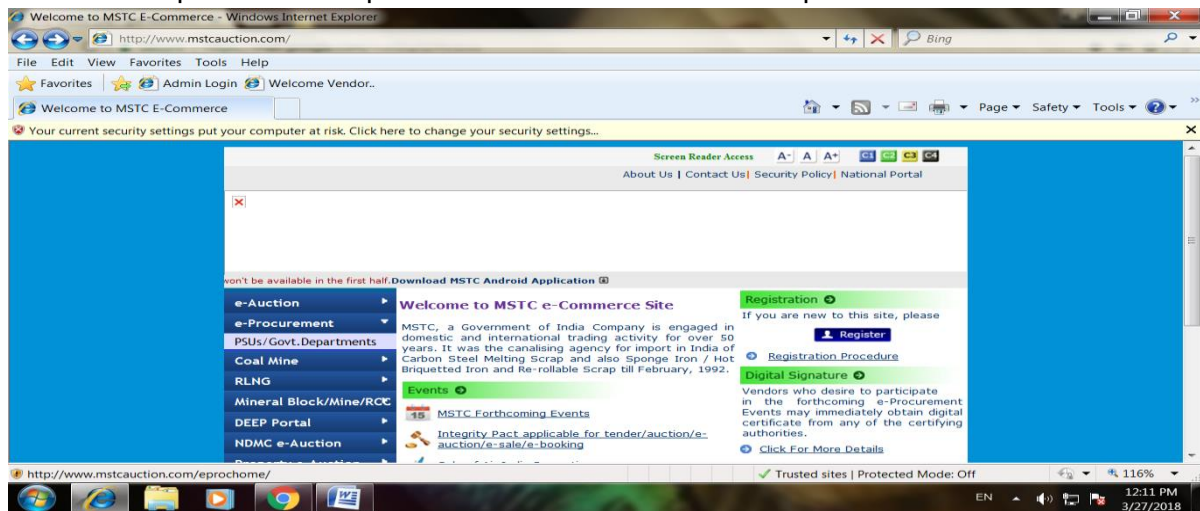
Not Applicable

Annexure 16: Bidder's Guide for Submitting Bid on MSTC's E-Procurement Portal

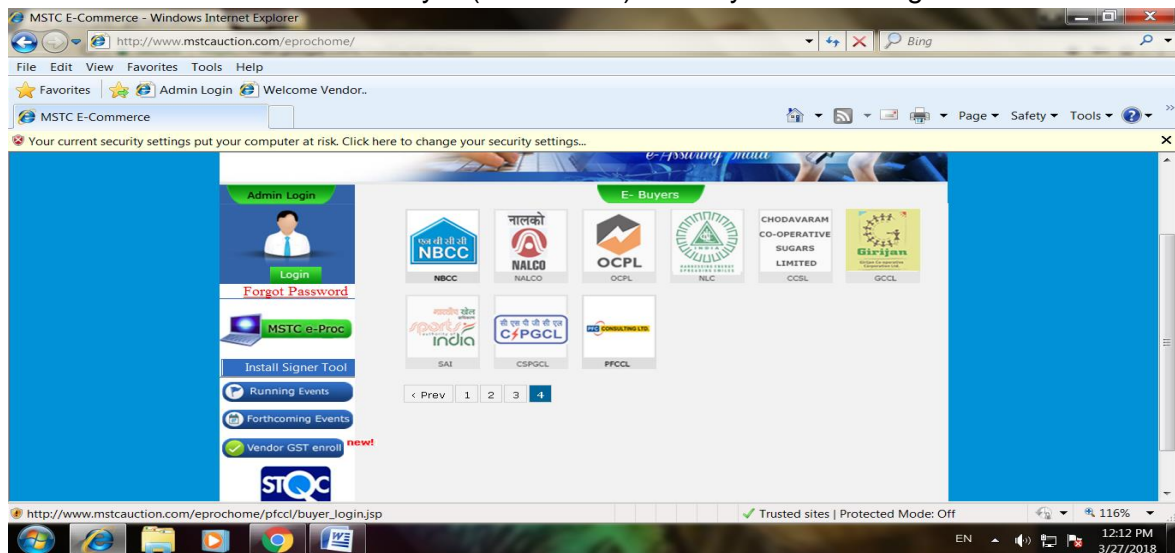
The following section is meant only to provide guidance to bidders about the e-procurement Portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal.

Bidders have to visit the website <https://www.mstcecommerce.com>. The steps to be followed are as follows:

1. Select e-procurement option then click on PSUs/Govt. department.



2. Click on the name of the Buyer (i.e. PFCCL) where you wish to login.

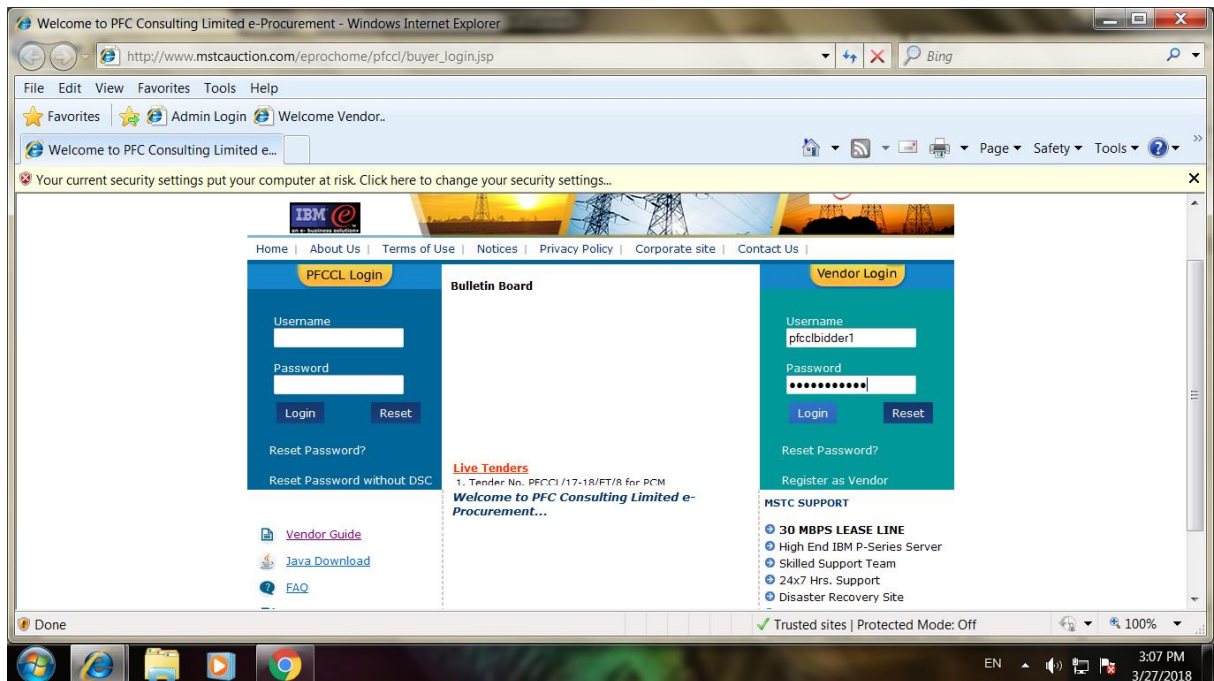


3. The following screen shall appear:

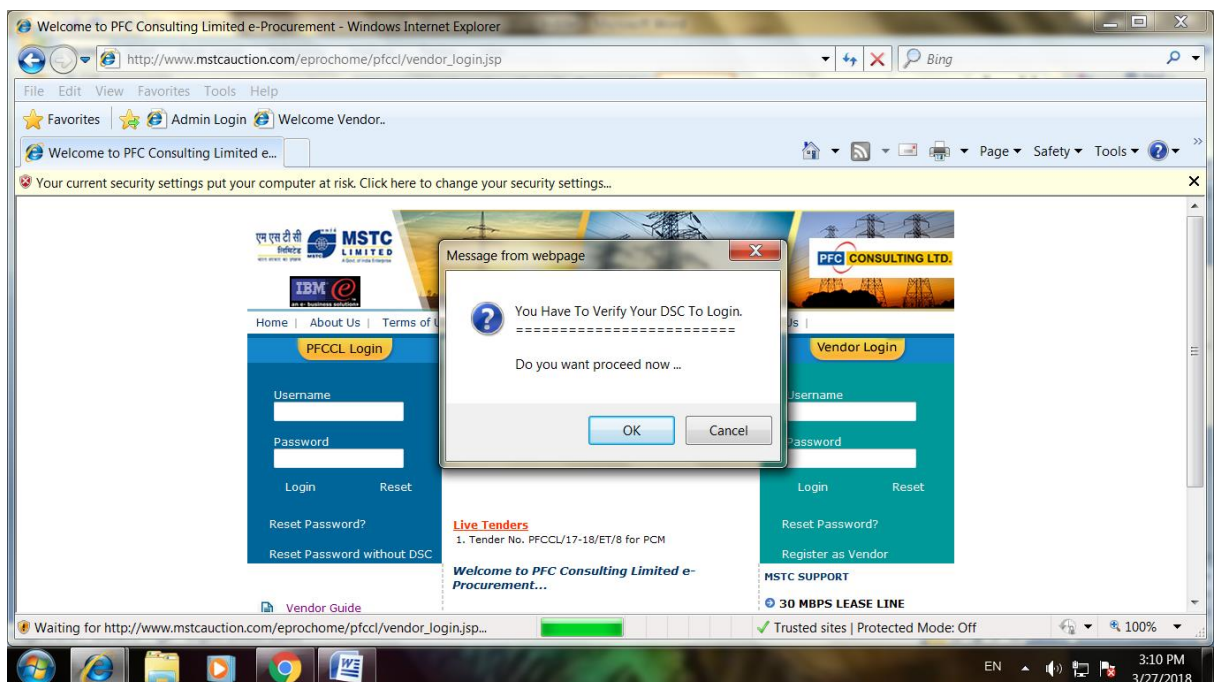
4. On the right side of the page click on Register as a Vendor:

5. Fill the form that appears to create username and password.

6. Once the registration is done, login with your user name and password:

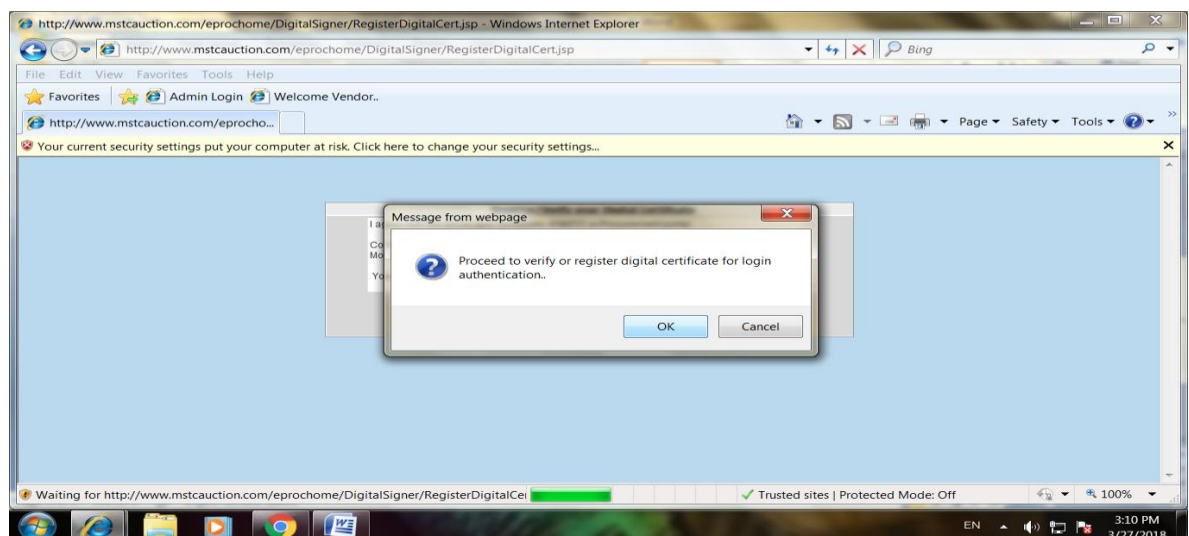
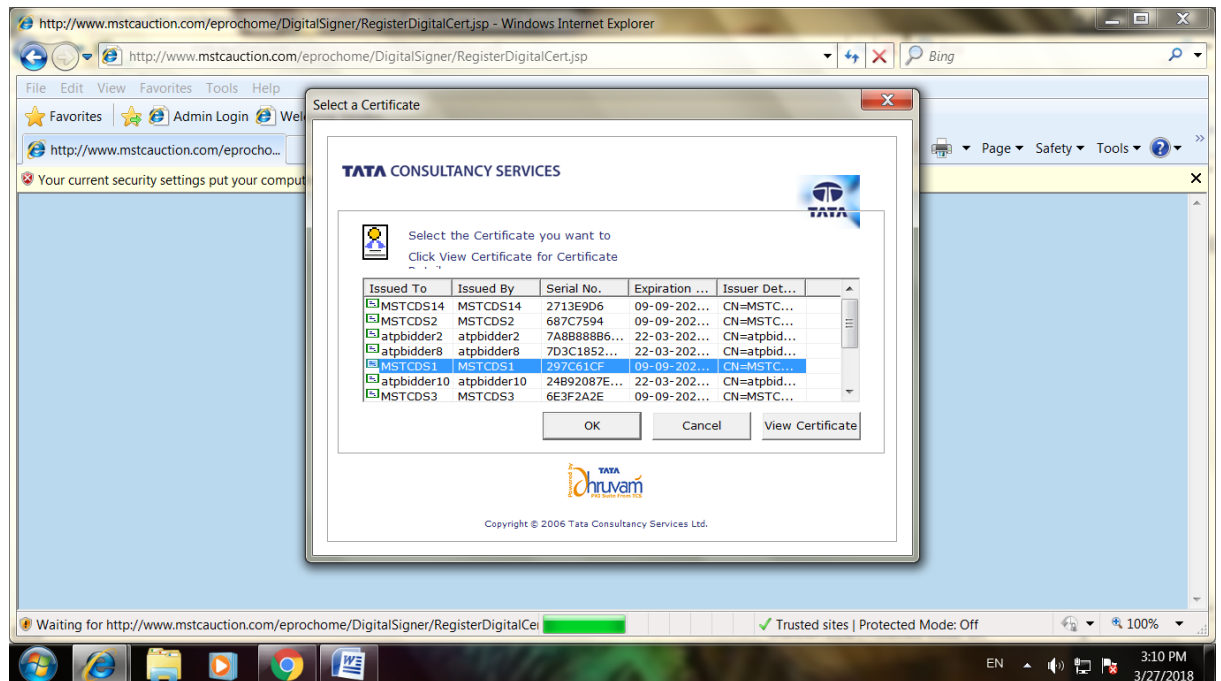


7. The system shall ask for your DSC as below

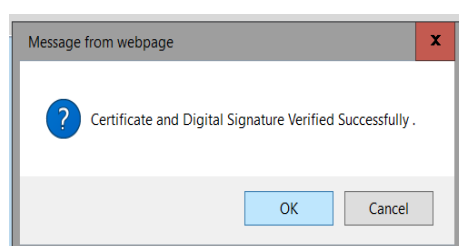


8. Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name

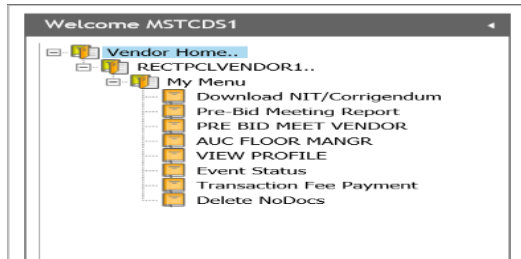
and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



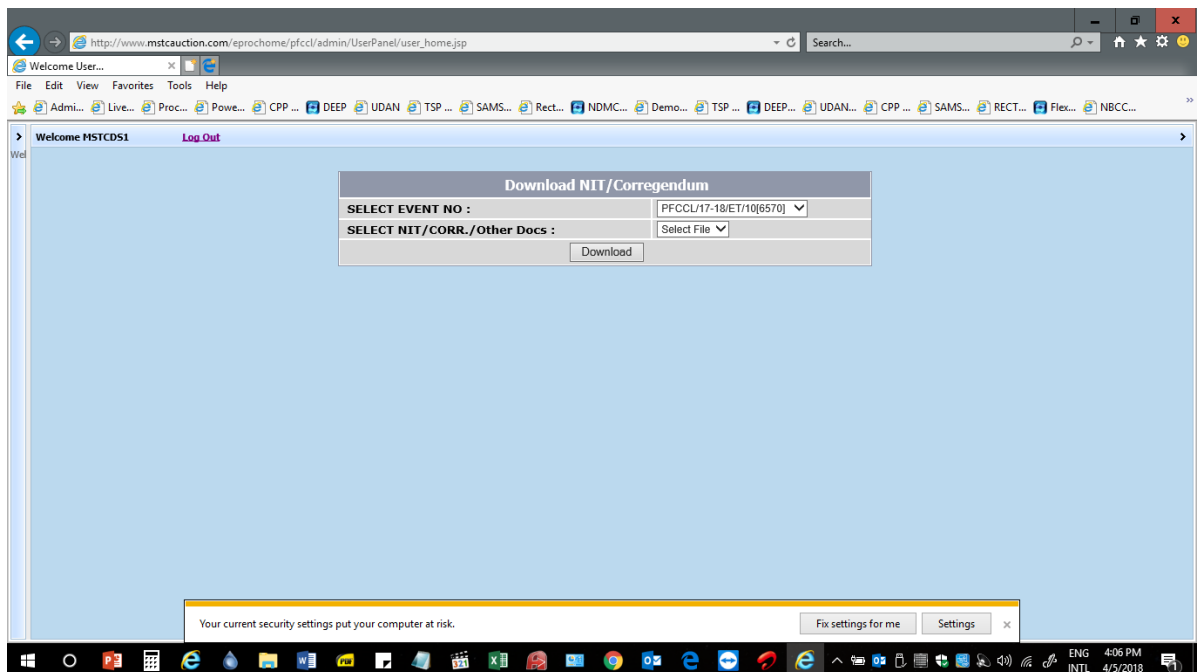
9. Your digital signature will be verified



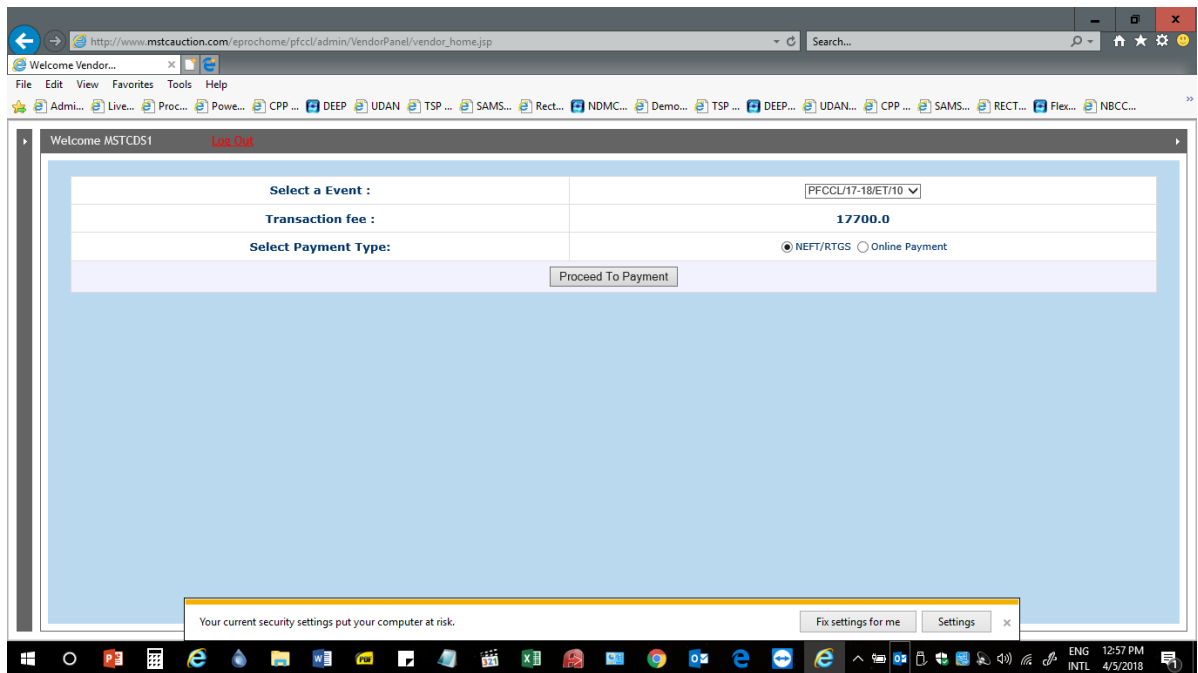
10. Once login is complete, a bidder can access My Menu through the left side of the page:



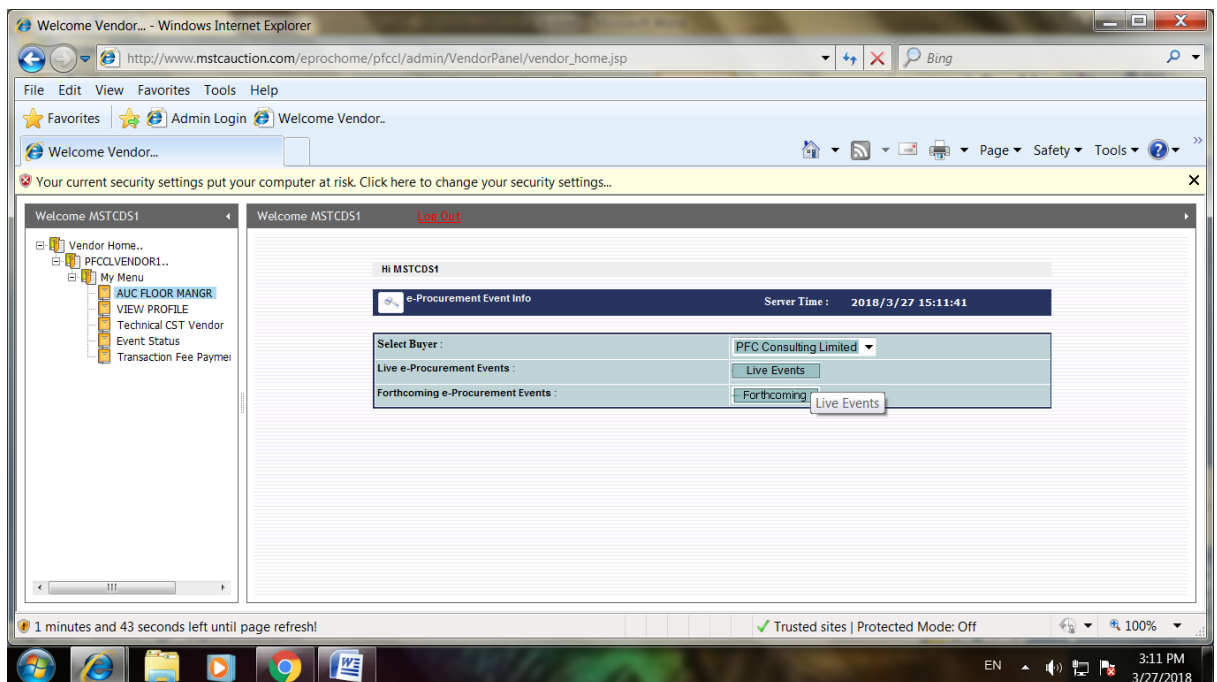
11. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum. Select Event number and click on download to download the files:



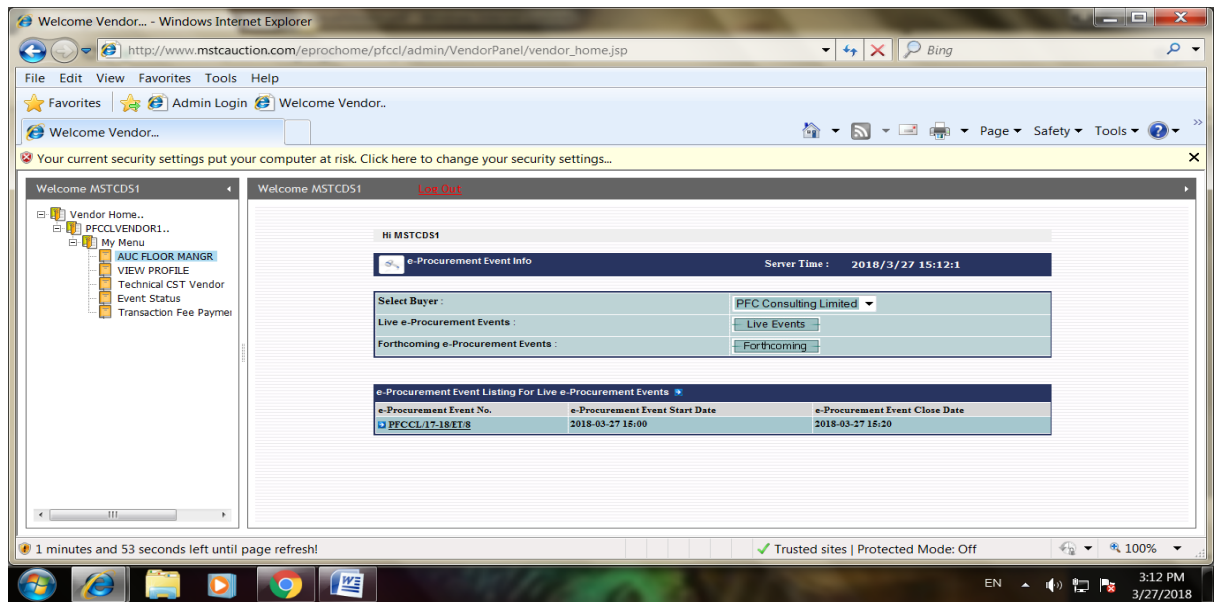
12. After going through NIT, a bidder will be required to submit the transaction fee of MSTC before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEFT/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).



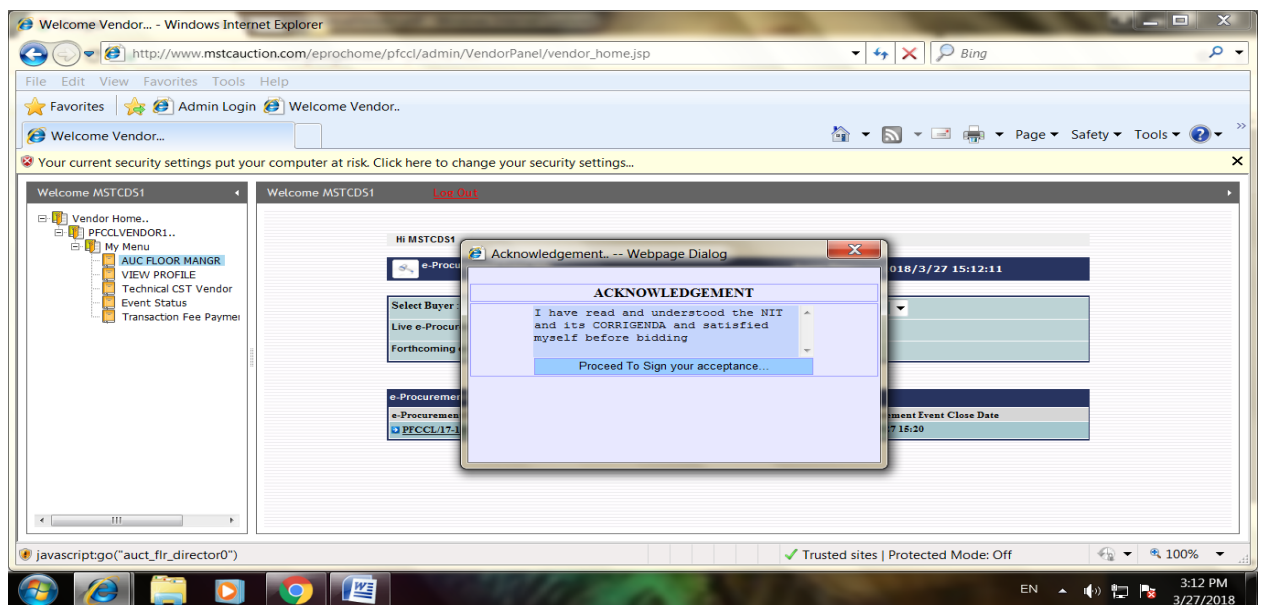
13. After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

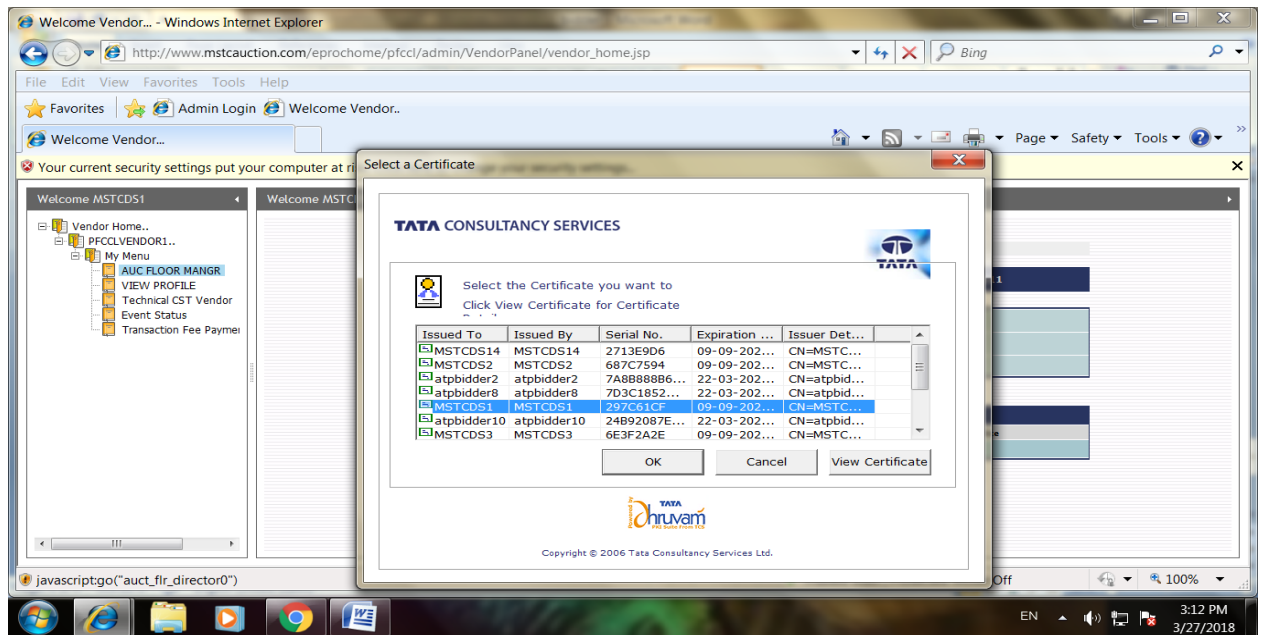


14. Select the events on which want to bid.

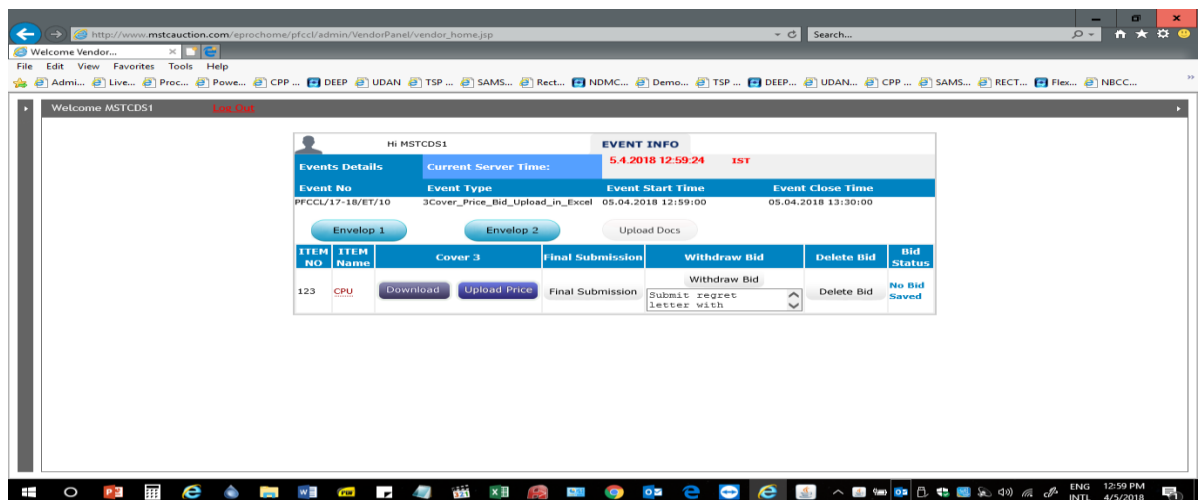


15. Click on Process to sign your acceptance then select your DSC.

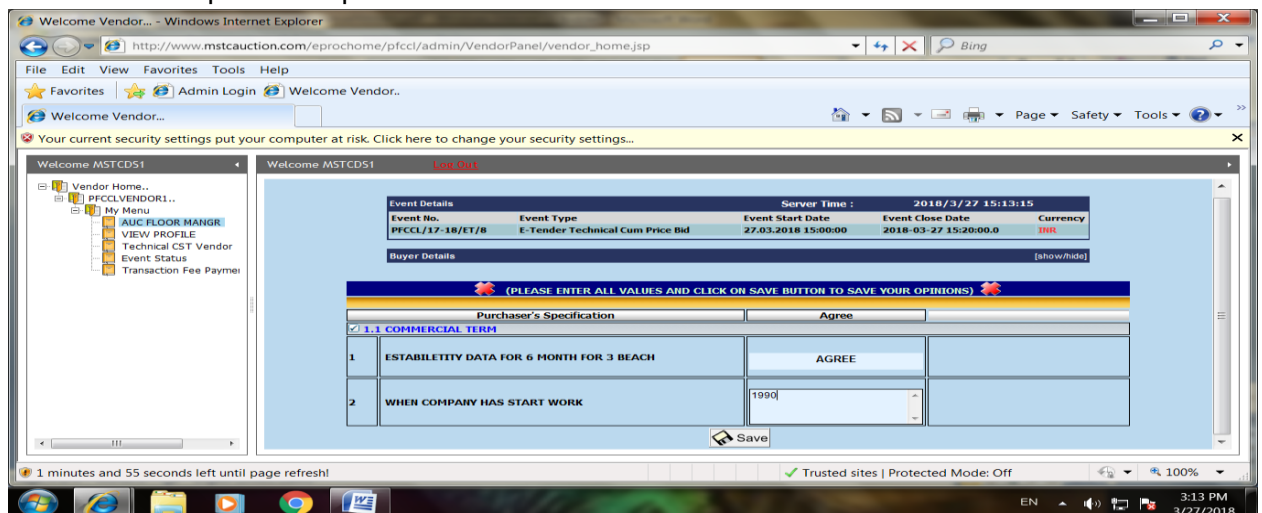




16. Next the auction floor manager will be visible:



17. Click on envelop 1 to fill up commercial terms and click Save to submit.



18. Click on envelop 2 to submit techno commercial part of the bid. Fill up detail as below for example showing below and click Save → ok.

Windows Internet Explorer - Welcome Vendor...
 http://www.mstcauction.com/eprochome/pfcl/admin/VendorPanel/vendor_home.jsp

File Edit View Favorites Tools Help

★ Favorites ★ Admin Login Welcome Vendor..

Welcome Vendor...

Your current security settings put your computer at risk. Click here to change your security settings...

Welcome MSTCDS1

Vendor Home..
 PFCLVENDOR1..
 My Menu
 AUC FLOOR MANGR
 VIEW PROFILE
 Technical CST Vendor
 Event Status
 Transaction Fee Paymen

Log Out

Event Details
 Event No. PFCL/17-18/ET/8
 Event Type E-Tender Technical Cum Price Bid
 Event Start Date 27.03.2018 15:00:00
 Event Close Date 2018-03-27 15:20:00.0
 Currency

Server Time : 2018/3/27 15:13:44

Buyer Details [show/hide]

(PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR QUOTE)

ITEM INFO : AS PER TENDER

Purchaser's Specification Agree

1.1 TECH. TERM

1	EXPIRE TIME PERIOD SHOULD HAS 3 YEAR MORE MFG	AGREE	
2	DOSESS SHOULD NOT LESS THEN 500 MG	AGREE	

Save

1 minutes and 50 seconds left until page refresh!

Trusted sites | Protected Mode: Off

3:13 PM 3/27/2018

Windows Internet Explorer - Welcome Vendor...
 http://www.mstcauction.com/eprochome/pfcl/admin/VendorPanel/vendor_home.jsp

File Edit View Favorites Tools Help

★ Favorites ★ Admin Login Welcome Vendor..

Welcome Vendor...

Your current security settings put your computer at risk. Click here to change your security settings...

Welcome MSTCDS1

Vendor Home..
 PFCLVENDOR1..
 My Menu
 AUC FLOOR MANGR
 VIEW PROFILE
 Technical CST Vendor
 Event Status
 Transaction Fee Paymen

Log Out

Event Info
 2018/3/27 15:13:56
 Event Close Date 2018-03-27 15:20:00.0
 Currency

SAVE YOUR QUOTE

ITEM INFO : AS PER TENDER

Purchaser's Specification Agree

1.1 TECH. TERM

1	EXPIRE TIME PERIOD SHOULD HAS 3 YEAR MORE MFG	AGREE	
2	DOSESS SHOULD NOT LESS THEN 500 MG	AGREE	

Save

1 minutes and 50 seconds left until page refresh!

Trusted sites | Protected Mode: Off

3:14 PM 3/27/2018

Message from webpage

Do you want to save now ? if yes, click ok else cancel

OK Cancel

19. Click on download in cover 3 to download the excel format for filling price bid. Download it and fill it without changing the name of the file. Once finished, click on upload price button to upload the price bid.

Cover 3

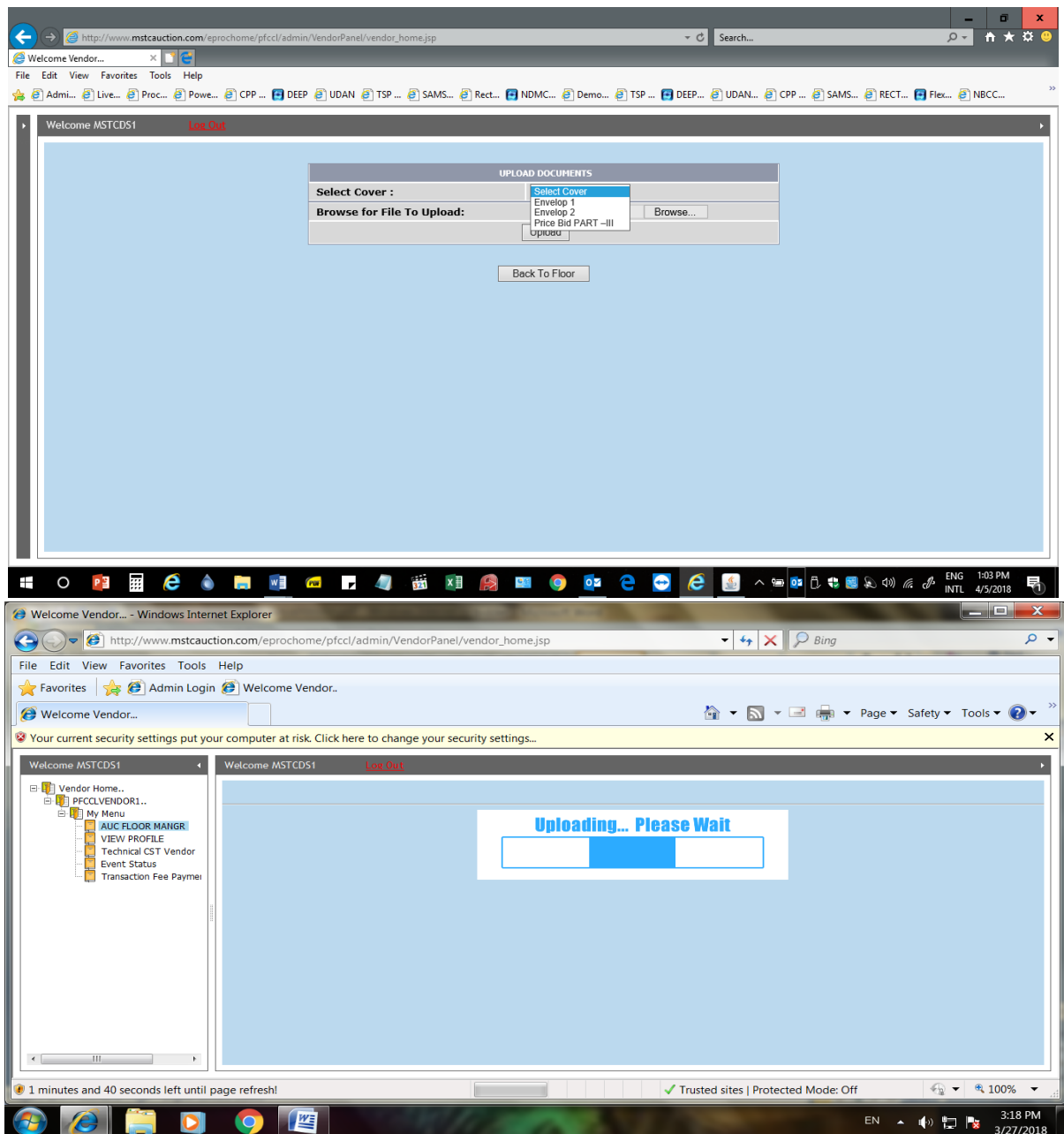
Download

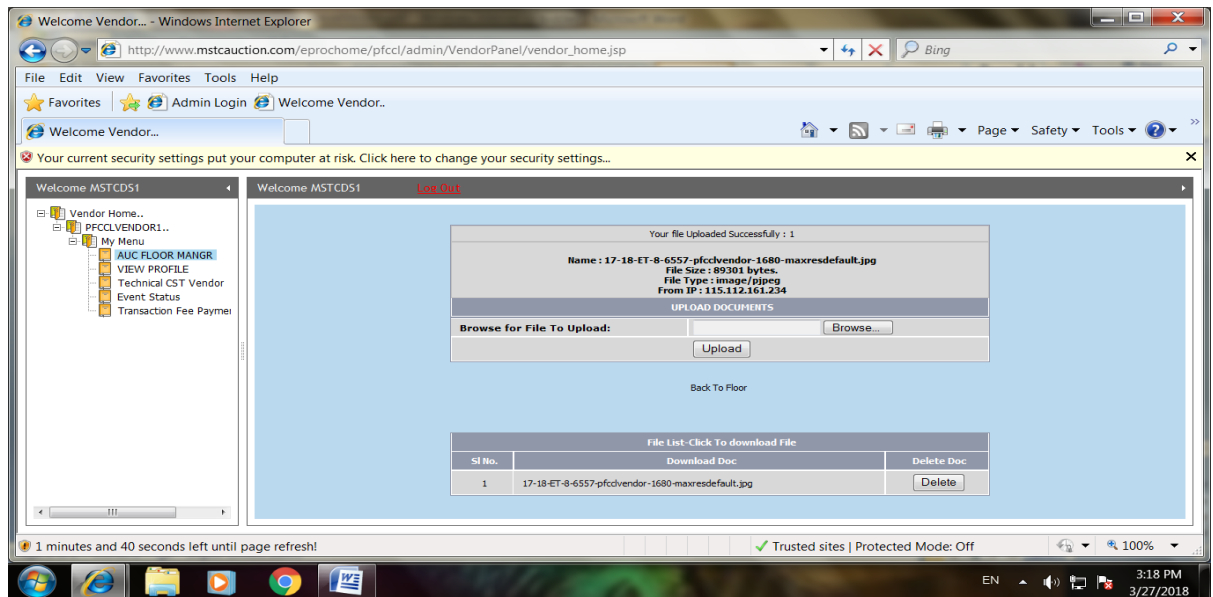
Final Submission

Upload Price

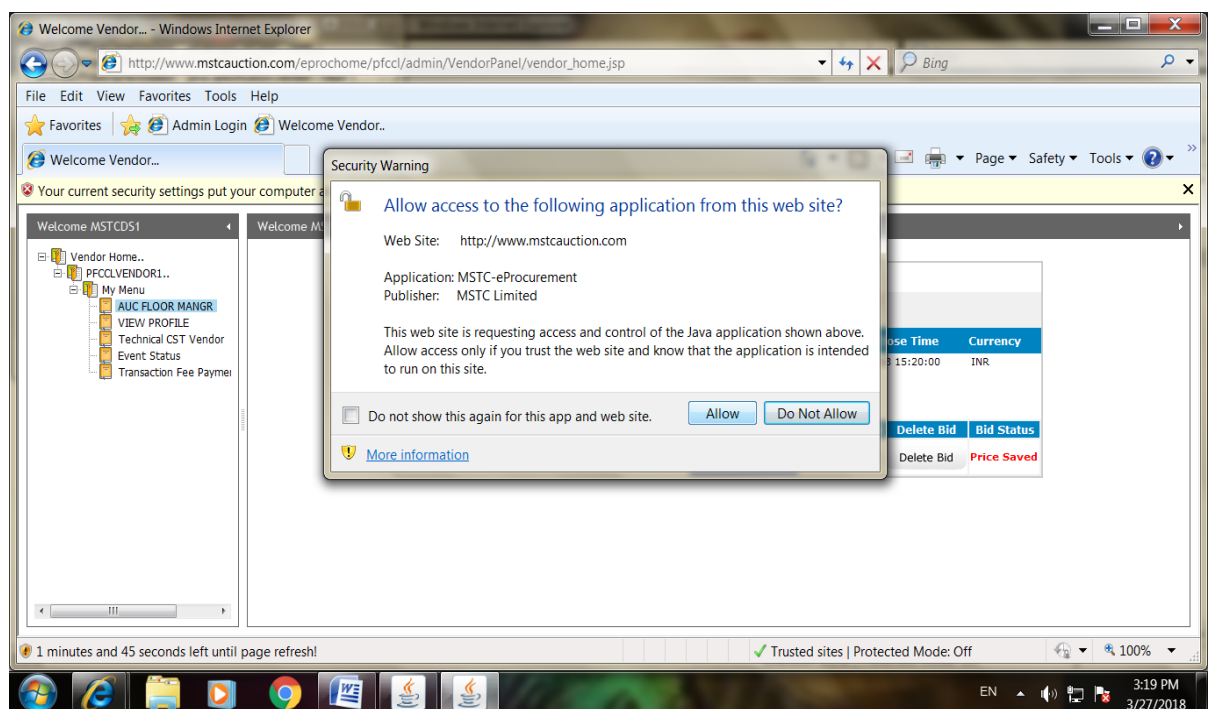
Final Submission

20. Click on upload Docs → select cover, then file from browser → upload. Please note that price bid excel does not have to be uploaded here. It has to be uploaded only in Cover 3 as explained above.

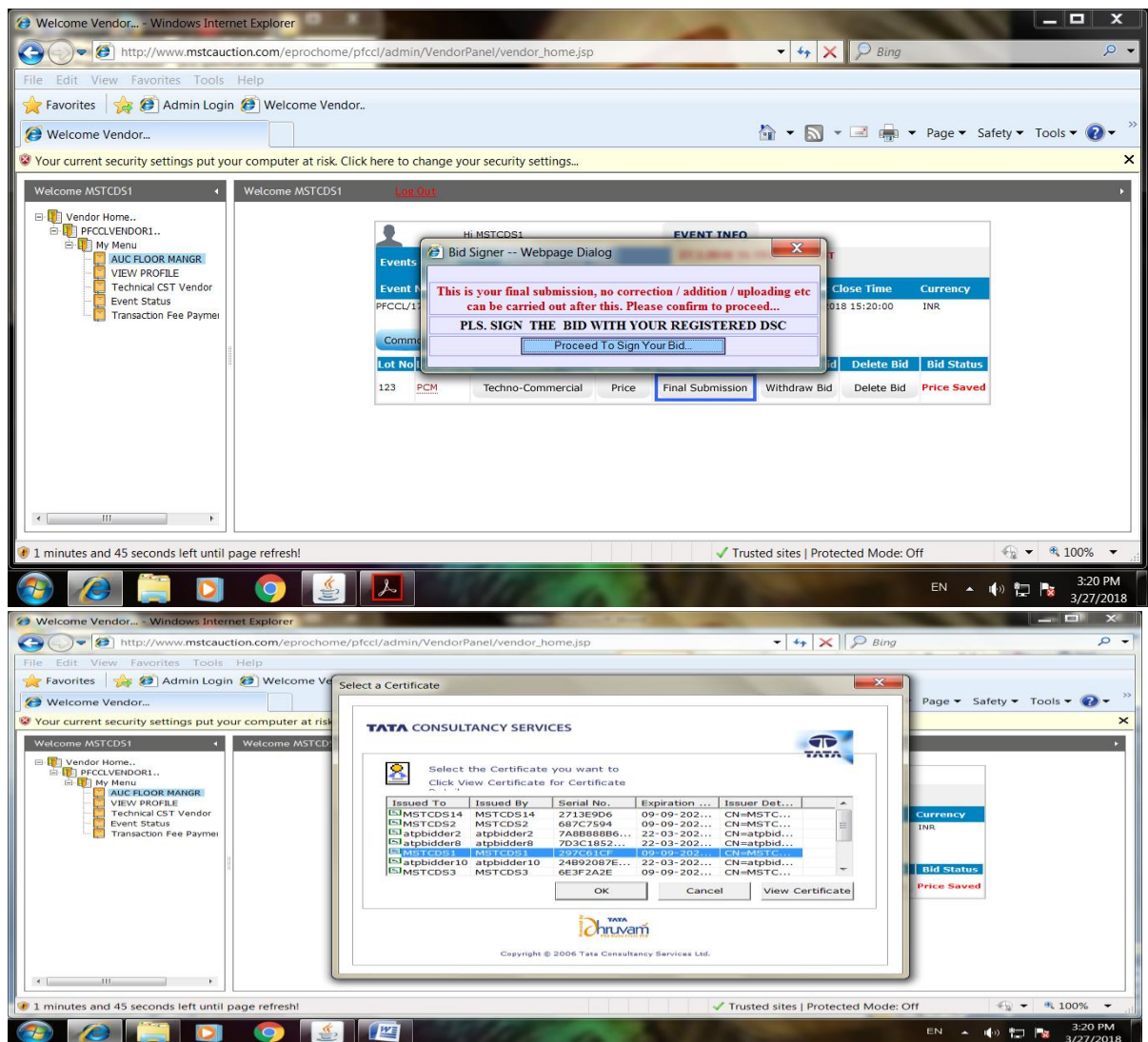




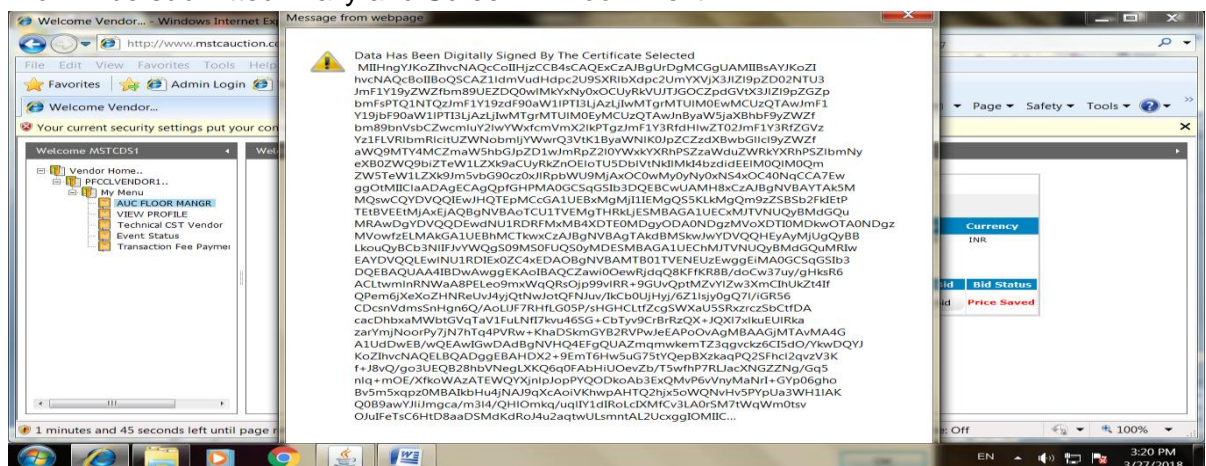
21. Come back to floor and Click on Final submission → allow access to the application → Allow



22. Click on process to sing your Bid and select your DSC→Ok



23. Bid will be submitted finally and Screen will look like it.



Note :

In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

Annexure 19: Notification of Govt. of India

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

.....Contd. p/3

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

.....Contd. p/4

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/5

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
 - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- 10. Specifications in Tenders and other procurement solicitations:**
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

....Contd. p/6

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

.....Contd. p/7

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.


17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

.....Contd. p/8

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in

No.25-11/6/2018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our **national defence, vital emergency services** including health, disaster response, **critical national infrastructure** including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the **entire economy** and the **day-to-day life** of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a **strategic and critical sector**.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, **to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network** in the country, the following directions are hereby issued :-

(1) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

(3) Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India

(4) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).


(Goutam Ghosh)
Director
Tel: 011-23716674

To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)